

VINSON & ELKINS
ATTORNEYS AT LAW

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE., N.W.
WASHINGTON, D. C. 20004-1007
TELEPHONE 202 639-6500 TELEX 89680

3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 651-2222 TELEX 762146

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 44 1 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

January 8, 1990

RECORDATION NO. 14563-40
FILED 1425

JAN 01 1990 -10 45 AM

INTERSTATE COMMERCE COMMISSION

Recordation No. 14563

By Hand

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

0-010A021

Dear Ms. McGee:

On behalf of First City Leasing Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, three enclosed executed counterparts of a secondary document, not previously recorded, entitled Assignment and Agreement, dated as of December 31, 1989. The aforesaid document relates to that certain Security Agreement, dated January 29, 1985, recorded with the Interstate Commerce Commission under Recordation No. 14563 on January 29, 1985, as such Security Agreement was amended and restated in that certain Amended and Restated Security Agreement, dated as of December 27, 1988, recorded with the Interstate Commerce Commission under Recordation No. 14563-C on December 27, 1988. The aforesaid Assignment and Agreement should be filed under the next available letter designation under Recordation No. 14563, which we believe will be -D.

The executing Assignor is:

First City Leasing Corporation
1001 Main Street, 15th Floor
Houston, Texas 77002.

The Assignee in whose favor the document is made is:

GIPEN & Co.
1740 Broadway
New York, New York 10019.

RECORDING UNIT
JAN 9 10 40 AM '90

Thomas Wallace
Thomas Wallace

Honorable Noreta R. McGee
January 8, 1990
Page 2

The said Assignment and Agreement assigns all of the interest of First City Leasing Corporation in and to the aforesaid Security Agreement, as amended and restated in the aforesaid Amended and Restated Security Agreement, to GIPEN & Co., as nominee for The Mutual Life Insurance Company of New York (whose address is the same as that of GIPEN & Co.)

The units of equipment covered by the Assignment and Agreement are the thirty-seven (37) locomotives, identified on page 2 of the said document and on Exhibit A to this letter.

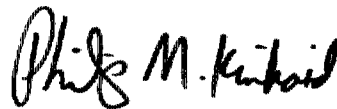
A short summary of the document to appear in the ICC Index is as follows:

"Assigns Security Agreement, as amended and restated."

Enclosed is a check in the amount of fifteen dollars (\$15.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,



Philip M. Kinkaid
Attorney for the purpose of this filing for
First City Leasing Corporation

Enclosures

0689:3820
\\fir218\mcgee.ltr

EXHIBIT A

Thirty-seven (37) 2000-horsepower EMD Model GP-38-2 locomotives, identified by the following Missouri Pacific Railroad Company Numbers:

MP2074	MP2093
MP2075	MP2094
MP2076	MP2095
MP2077	MP2096
MP2078	MP2097
MP2079	MP2098
MP2080	MP2099
MP2081	MP2100
MP2082	MP2101
MP2083	MP2102
MP2084	MP2103
MP2085	MP2104
MP2086	MP2105
MP2087	MP2106
MP2088	MP2107
MP2089	MP2108
MP2090	MP2109
MP2091	MP2110
MP2092	

Interstate Commerce Commission
Washington, D.C. 20423

1/10/90

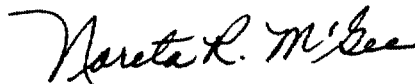
OFFICE OF THE SECRETARY

Philip M. Kinkaid
Vinson & Elkins
3300 First City Tower
1001 Fannin
Houston, Texas 77002-6760

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/10/90 at 10:45am and assigned recordation number(s). 14563-C *D*

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

RECORDATION NO. 14563 FILED 1405

JAN 01 1990 - 10 45 AM

Assignment and Agreement

INTERSTATE COMMERCE COMMISSION

This Assignment and Agreement (this "Agreement") is entered into as of December 31, 1989 among FIRST CITY LEASING CORPORATION, a Delaware corporation whose address is 1001 Main, 15th Floor, Houston, Texas 77002 ("Assignor"); THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a New York corporation, whose address is 1740 Broadway, New York, New York 10019 ("Principal"); and GIPEN & CO., a New York general partnership, whose address is the same as MONY's ("Assignee"), as nominee for MONY.

Recitals

A. Assignor has heretofore loaned certain monies to Platte River Associates, a Delaware general partnership ("Borrower"), as evidenced by the following described instruments and documentation:

1. Promissory Note dated December 27, 1988 in the original principal amount of \$10,187,274.45, executed by Borrower payable to the order of Assignor (the "Note"), a copy of the Note being attached hereto as Exhibit A;

2. Amended and Restated Security Agreement and Assignment dated as of December 27, 1988 among Borrower and Assignor, recorded with the Interstate Commerce Commission ("ICC") on December 27, 1988 under Recordation No. 14563-C (the "Security Agreement"), pursuant to which Security Agreement the Borrower has granted to Assignor security interests in and to the following described collateral (together with certain other collateral more particularly described in the Security Agreement):

(a) Lease of Railroad Equipment dated as of January 10, 1973 (the "Lease") among the Missouri Pacific Railroad Company, as the lessee thereunder (the "Lessee"), and The First National Leasing Company, as the lessor thereunder (a predecessor in interest to Borrower) (recorded with the ICC under Recordation No. 6869 on January 22, 1973), as amended by a First Amendment to Lease of Railroad Equipment dated January 1, 1989 (recorded with the ICC under Recordation No. 6869-F on December 27, 1988) and a Second Amendment to Lease of Railroad Equipment dated January 1, 1989 (recorded with the ICC under Recordation No. 6869-F on December 27, 1988) (as amended, the "Lease");

(b) Equipment Purchase Agreement Number 1501481 dated as of January 21, 1985 among International Capital Equipment Limited and TXL Astra Corporation VI (a predecessor in interest to Borrower), as amended by Amendment to Equipment Purchase Agreement Number 1501481 dated January 21, 1985 and as supplemented by Supplement to

Equipment Purchase Agreement dated December 27, 1988 (as amended and supplemented, the "EPA");

- (c) Thirty-seven 2,000 horsepower model GP-38-2 locomotives with Lessee's Unit Numbers MP2074-MP2110 inclusive, manufactured by General Motors, Electromotive Division, together with all replacements, substitutions, attachments, modifications, additions, improvements, upgrades and accessions of, to or upon such locomotives (the "Equipment");

a copy of the Security Agreement being attached hereto as Exhibit B.

3. Participation Agreement dated as of December 27, 1988 among Borrower and Assignor (the "Participation Agreement"), a copy of the Participation Agreement being attached hereto as Exhibit C.

4. Escrow Agreement dated as of December 27, 1988 among Borrower and Assignor (the "Escrow Agreement"), a copy of the Escrow Agreement being attached hereto as Exhibit D.

B. Assignor desires to sell and assign, and Principal desires to purchase through Assignee as its nominee, the Note, Security Agreement (including, without limitation, the security interests created thereunder), Participation Agreement and Escrow Agreement and rights relating thereto, all in accordance with the terms and provisions of this Agreement.

Now, Therefore, in and for ten dollars and other good and valuable consideration in hand paid by Principal and Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor makes the assignment described in Section 1 below, and Assignor, Principal and Assignee agree as provided below:

I. Assignment.

Assignor hereby assigns, transfers, sells and sets over unto Assignee, its successors and assigns, as nominee for Principal, all of Assignor's right, title and interest in and to:

- (a) the Note;
- (b) the Security Agreement (including, without limitation, the security interests created thereunder);
- (c) the Participation Agreement;
- (d) the Escrow Agreement;
- (e) the Lease;
- (f) the Locomotives;
- (g) the EPA;

(h) the following financing statements:

- (i) Financing Statement executed by the Borrower, as the debtor thereunder, and Assignor, as the secured party thereunder, filed in the office of the Secretary of State of Delaware under File No. 816989;
- (ii) Financing Statement executed by the Borrower, as the debtor thereunder, and Assignor, as the secured party thereunder, filed in the office of the Secretary of State of California under File No. 88318188; and
- (iii) Financing Statement executed by TKL Astra Corporation VI, as the debtor thereunder, and Meritor Savings Bank (successor by name change to The Philadelphia Saving Fund Society), as the secured party thereunder, filed in the Office of the Secretary of State of California under File No. 85-059693.

(collectively, the "Financing Statements"); and

- (i) to the extent not covered by paragraphs (a) through (h) above, all rights, titles, interests, claims, liens, securities and equities existing or to exist in connection with or as security for the Note including, without limitation, all those existing and to exist under the Security Agreement;

(Assignor's interests in the foregoing being referred to herein as the "Interests").

II. Representations and Warranties of Assignor.

Assignor represents and warrants to Principal and Assignee as of the date hereof that:

- (a) Assignor is a corporation duly and validly organized and existing in good standing under the laws of the State of its incorporation and is duly qualified to own its properties and carry on its business in each jurisdiction where the failure to be so qualified would be materially adverse to Assignor or its business.
- (b) Assignor has the power and authority to execute and deliver this Agreement and all other agreements, instruments and documents executed and delivered by Assignor in connection herewith (collectively, the

"Transaction Documents") and to perform its obligations hereunder and thereunder.

- (c) The execution and delivery of this Agreement and the other Transaction Documents by Assignor, and the performance by Assignor of its obligations hereunder and thereunder have been duly authorized by all necessary action of Assignor and do not violate or conflict with or (with or without the giving of notice, the passage of time or both) constitute a default under, any provision of Assignor's charter or organizational documents, or any law, order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority or any agreement or other document or instrument (including, without limitation, the Note, the Security Agreement, the Participation Agreement and the EPA) to which Assignor is a party or by which Assignor or any of its assets is, or may be, bound.
- (d) This Agreement and the other Transaction Documents to which Assignor is a party constitute the valid and binding obligations of Assignor enforceable against Assignor in accordance with their respective terms subject, however, to laws of general application affecting creditors' rights and to limitations imposed upon the availability of specific enforcement, injunctive relief or other equitable remedies.
- (e) There is no action or proceeding pending or, to the knowledge of Assignor, threatened against Assignor before any court or administrative agency which, if adversely determined, would have a material adverse effect upon Assignor's ability to perform its obligations under the Transaction Documents, nor has any judgment or order, which entails or might result in such an impact, been made or entered by any court or governmental authority.
- (f) Assignor has not previously transferred, assigned, granted, conveyed, pledged, mortgaged or encumbered the Interests, and Assignor has not previously sold a participation or similar interest in the Note or Security Agreement (including, without limitation, the security interests created thereunder).
- (g) Attached as Exhibits A, B, C and D to this Agreement are true and complete copies of the Note, Security Agreement, Participation Agreement and Escrow Agreement, respectively.

- (h) All installments of principal and interest due under the Note prior to the effective date of this Agreement have been paid to Assignor, and to Assignor's knowledge no default, or condition which with the passage of time or giving of notice or both would constitute a default, exists under the Note, Security Agreement, Participation Agreement or Escrow Agreement.
- (i) The remaining outstanding principal balance owing on the Note as of the effective date of this Agreement is \$8,991,893.97, said amount bearing interest and being payable in installments as provided in the Note.
- (j) Assignor owns good title to the Note, Security Agreement (including, without limitation, the security interests created thereunder), Participation Agreement and Escrow Agreement free and clear of any liens, security interests or other encumbrances other than the rights of the Borrower under each such instrument and, simultaneous with the execution of this Agreement, Assignor has sold and conveyed such title to Assignee. Assignor hereby binds itself, its successors and assigns, to warrant and forever defend such title unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

III. Representations and Warranties of Principal and Assignee.

Principal and Assignee represent and warrant to Assignor as of the date hereof that:

- (a) Principal is a corporation duly and validly organized and existing in good standing under the laws of the State of its organization and is duly qualified to own its properties and carry on its business in each jurisdiction where the failure to be so qualified would be materially adverse to Principal or its business.
- (b) Each of Principal and Assignee has the power and authority to execute and deliver this Agreement and all other Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder.
- (c) The execution and delivery of this Agreement and the other Transaction Documents by each of Principal and Assignee, and the performance by each of Principal and Assignee of its obligations hereunder and thereunder have been duly authorized by all necessary action of Principal and Assignee and do not violate or conflict with or (with or without the giving of notice, the passage of time or

both) constitute a default under, any provision of Principal or Assignee's charter or organizational documents, or any law, order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority or any agreement or other document or instrument to which Principal or Assignee is a party or by which Principal or Assignee or any of their respective assets is, or may be, bound.

- (d) This Agreement and the other Transaction Documents to which Principal or Assignee is a party constitute the valid and binding obligations of Principal and Assignee, to the extent each is a party thereto, enforceable against Principal or Assignee, as applicable, in accordance with their respective terms subject, however, to laws of general application affecting creditors' rights and to limitations imposed upon the availability of specific enforcement, injunctive relief or other equitable remedies.
- (e) There is no action or proceeding pending or, to the knowledge of Principal and Assignee, threatened against Principal or Assignee before any court or administrative agency which, if adversely determined, would have a material adverse effect upon Principal's or Assignee's ability to perform its respective obligations under the Transaction Documents, nor has any judgment or order, which entails or might result in such an impact, been made or entered by any court or governmental authority.
- (f) Principal is an "accredited investor," as such term is defined in Rule 501 of Regulation D under the Securities Act of 1933, and it is acquiring the Interests for its own account for the purpose of investment and not with a view to the resale or distribution thereof; and Principal's acquisition of the Interests through Assignee as its nominee does not affect the truth or accuracy of this representation.

IV. Covenants and Agreements.

4.01 Prepayment Deficiency. If, following the consummation of the transaction contemplated by this Agreement, the Borrower prepays the Note in its entirety in accordance with Section 4 of the Security Agreement, then Principal and Assignee shall give written notice thereof to Assignor, which notice shall indicate the date of Assignee's receipt of the funds representing such prepayment (the "Prepayment Date") and the amount so prepaid and shall contain a representation from Principal and Assignee to Assignor that the Note has been prepaid in its entirety as of the

date so indicated. Within five business days following Assignor's receipt of such notice, Assignor shall wire transfer to an account designated by Principal and Assignee good funds in an amount equal to the Prepayment Deficiency Amount (as hereinafter defined). The "Prepayment Deficiency Amount" shall mean the dollar amount specified on Exhibit E attached hereto which is in effect as of the Prepayment Date; provided, however, that, if the Prepayment Date is the 31st day of a calendar month, the Prepayment Deficiency Amount shall be the dollar amount specified on Exhibit E for the 30th day of such calendar month. As security for the payment of the Prepayment Deficiency Amount, Assignor shall cause First City, Texas-Houston N.A. (the "Bank") to issue an irrevocable stand-by letter of credit, in form and substance satisfactory to Assignor and Principal, in the original amount of \$75,000 (as renewed, the "Letter of Credit"). The Letter of Credit shall have an expiration date of not less than 14 months from its date of issuance. If, at any time following the date hereof, Assignor fails to comply with its obligation to pay the Prepayment Deficiency Amount, Principal shall have the right to draw upon the Letter of Credit in the amount of the Prepayment Deficiency Amount by submitting a statement to the Bank which complies with the Letter of Credit. Not later than 45 days prior to the expiration date of the Letter of Credit, Assignor shall cause the Bank to issue to Principal a letter of credit identical in form to the Letter of Credit and in an amount equal to the then-total amount of the Letter of Credit for which such substitution is being made. The aforesaid renewal letter of credit shall have an expiration date no earlier than 12 months following the expiration date of the Letter of Credit that is being renewed or replaced. In lieu of delivering to Principal a renewal of the Letter of Credit pursuant to the immediately preceding sentences, Assignor may cause the Bank to extend the Letter of Credit to the expiration date that would have been applicable under the immediately preceding sentences for the renewal of the Letter of Credit; provided, however, that such extension shall not otherwise modify the terms or conditions of such Letter of Credit. Any such extension shall be delivered to Principal no later than 45 days prior to the expiration date of the Letter of Credit. Upon the delivery to Principal of a renewal or extension of the Letter of Credit pursuant to the immediately preceding sentences, such renewal letter of credit, or such extended letter of credit, as applicable, shall then constitute the Letter of Credit for all purposes of this Agreement. Any failure to renew or extend the Letter of Credit pursuant to the terms hereof shall constitute a default under the Agreement, and Principal shall have the right and option to draw upon the Letter of Credit in its entirety; provided, however, that Principal shall first give notice to Assignor of its intent to draw upon the Letter of Credit, and Assignor shall have 15 days in which to cure such failure to renew or extend the Letter of Credit. Upon the delivery to Principal of any renewal letter of credit pursuant to the immediately preceding sentences, Principal shall return to Assignor the letter of credit then in its possession for which such substitution is being made.

4.02 Closing Documents. Simultaneous with the execution of this Agreement, Assignor has taken the following actions:

- (a) Assignor has executed and delivered to Assignee assignments on form UCC-2 whereby the Financing Statements are assigned to Assignee.
- (b) Assignor has executed and delivered to Assignee the form of notice to Union Pacific Railroad Company and Missouri Pacific Railroad Company attached hereto as Exhibit F.
- (c) Assignor has delivered to Assignee the original Note (endorsed in blank or to Assignee, as designated by Principal or Assignee, without recourse) and an executed original counterpart of the Security Agreement, Participation Agreement and Escrow Agreement.
- (d) Assignor has endorsed and assigned to Assignee the certificate of deposit held by Assignor pursuant to the Escrow Agreement.
- (e) Assignor has delivered to Assignee all other instruments, documents or agreements in Assignor's possession which relate to the Note, Security Agreement (including, without limitation, the security interests created thereunder), Participation Agreement or Escrow Agreement; provided, Assignor shall be entitled to make copies of the same and retain such copies.

5. Miscellaneous.

5.01 Fees and Expenses. Regardless of whether the transaction contemplated hereby is consummated, each party hereto shall pay all expenses incurred by it incident to this Agreement. Without limiting the foregoing, but except as set forth in the following sentence, each party represents to the others that it has dealt with no finder, broker or similar party in connection with this Agreement or the transaction contemplated hereby that would result in the other party being obligated to pay any fee, commission or other compensation to such finder, broker or other party. Any commission or fee owed to Chappo & Co. in connection with the consummation of the transaction contemplated by this Agreement shall be paid solely by Assignor.

5.02 Survival. The representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby.

5.03 Successors and Assigns; No Beneficiaries. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Except as otherwise provided pursuant to the preceding sentence, no party

shall be entitled to rely upon or enforce any rights or obligations under this Agreement.

5.04 Notices. Any notice, request or other communication required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be given by certified or registered mail, return receipt requested, postage prepaid and addressed to such party at its address set forth in this Agreement, or at such other address as may have been specified by such party in a like notice. Notices given in accordance with the foregoing provision shall be deemed given upon the date of actual receipt by the addressee party or refusal of receipt by such party.

5.05 Governing Law; Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Texas applicable to contracts made and to be performed therein, without giving effect to the conflict of laws rules or principles thereof.

5.06 Captions. Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Agreement.

5.07 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

5.08 Entire Agreement. This Agreement, together with the other Transaction Documents, supersede all previous statements, understandings, arrangements and agreements, whether written or oral, relating to the subject matter hereof and comprise the entire agreement between the parties hereto in respect of the subject matter hereof. Except as expressly set forth herein, Assignor makes no representations or warranties including, without limitation, any representation or warranty regarding the adequacy, sufficiency, condition, value or marketability of the Equipment and other collateral encumbered by the Security Agreement, the collectability of the Note, the attachment, perfection or priority of any liens or security interests, or the financial condition of the Borrower, the Lessee or any other person or entity obligated to repay any indebtedness evidenced by the Note or to pay or perform any obligations under or in connection with the Lease.

5.09 Amendments. This Agreement may be amended or varied only by a written instrument of even or subsequent date executed by Assignor, Principal and Assignee.

5.10 Further Assurances. Assignor, Principal and Assignee each agrees to execute and deliver promptly to the other all such further instruments and documents as may reasonably be requested

by the other party in order to carry out fully the intent, and to accomplish the purposes, of this Agreement.

Executed by Assignor, Principal and Assignee effective as of the date first above written.

Assignor:

FIRST CITY LEASING CORPORATION

By: *Brad C. McDonald*
Name: BRAD C. McDONALD
Title: President

Principal:

THE MUTUAL LIFE INSURANCE COMPANY OF
NEW YORK

By: *Frank G. Simunek*
Name: FRANK G. SIMUNEK
Title: Managing Director

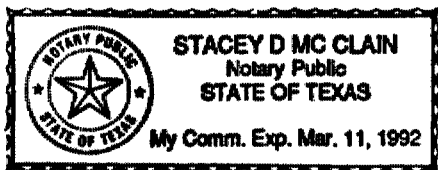
Assignee:

GIPEN & CO.

By: *Frank G. Simunek*
Name: FRANK G. SIMUNEK
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on January 4, 1989
by Brad C. McDonald, President of First City Leasing Corporation,
a Delaware corporation, on behalf of said corporation.



Stacey D. McClain
Notary Public in and for
The State of Texas

Printed Name of Notary:

STACEY D. McCLAIN

My Commission Expires:

MARCH 11, 1992

STATE OF NEW YORK)
: ss.
COUNTY OF NEW YORK)

On the 5th day of January, in the year 1990, before me personally came Frank G. Simunek, to me known, who, being by me duly sworn, did depose and say that he resides at 444 Central Park West, Apt. 15C, New York, New York 10025; that he is a Managing Director of The Mutual Life Insurance Company of New York, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of trustees of said corporation.

Howard P. Buehler

Notary Public
HOWARD P. BUEHLER
NOTARY PUBLIC, State of New York
No. 30-0484075
Qualified in Nassau County
Commission Expires May 31, 1991

ACKNOWLEDGMENTS

STATE OF NEW YORK)
: ss.
COUNTY OF NEW YORK)

On this 5th day of January, 1990, before me personally came and appeared Frank G. Simunek, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself depose and say that he is a partner of GIPEN & Co., a nominee for its principal, The Mutual Life Insurance Company of New York, and that he executed the foregoing instrument on behalf of GIPEN & Co. upon the instructions of such principal, and that said instrument is the act and deed of GIPEN & Co. for the uses and purposes mentioned therein.

Howard P. Buehler

Notary Public
HOWARD P. BUEHLER
NOTARY PUBLIC, State of New York
No. 30-0484075
Qualified in Nassau County
Commission Expires May 31, 1991

Exhibits

- A - Copy of the Note
- B - Copy of the Security Agreement
- C - Copy of the Participation Agreement
- D - Copy of the Escrow Agreement
- E - Prepayment Deficiency Table
- F - Form of Notice to the Lessee

A:JRT:Fir218(3):Assign-1.Agt

ORIGINAL

EXHIBIT A

SECURED PROMISSORY NOTE

\$10,187,274.45

Houston, Texas

December 27, 1988

PLATTE RIVER ASSOCIATES, a Delaware general partnership (hereinafter called "Maker"), for value received, promises and agrees to pay in installments and as herein provided to the order of FIRST CITY LEASING CORPORATION, a Delaware corporation (hereinafter called "Payee") at 1001 Main Street, Suite 1550, Houston, Harris County, Texas 77002, in lawful money of the United States of America, the principal sum of TEN MILLION, ONE HUNDRED AND EIGHTY-SEVEN THOUSAND, TWO HUNDRED AND SEVENTY-FOUR DOLLARS AND FORTY-FIVE CENTS (\$10,187,274.45), or so much thereof as actually is advanced, together with interest thereon from and after the date hereof until maturity at a rate per annum of 10.5%. All past due principal and interest shall bear interest until paid at a rate per annum of 18%. All sums paid hereon shall apply first to the satisfaction of accrued interest and the balance to unpaid principal.

This Note is payable in installments as follows:

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>
March 30, 1989	557,081.25	267,645.67	289,435.58
June 30, 1989	557,081.25	260,047.98	297,033.27
September 30, 1989	557,081.25	252,250.86	304,830.39
December 31, 1989	557,081.25	244,249.06	312,832.19
March 30, 1990	557,081.25	236,037.22	321,044.03
June 30, 1990	557,081.25	227,609.81	329,471.44
September 30, 1990	557,081.25	218,961.19	338,120.06
December 31, 1990	557,081.25	210,085.53	346,995.72
March 30, 1991	557,081.25	200,976.90	356,104.35
June 30, 1991	557,081.25	191,629.16	365,452.09
September 30, 1991	557,081.25	182,036.04	375,045.21
December 31, 1991	557,081.25	172,191.10	384,890.15
March 30, 1992	557,081.25	162,087.74	394,993.51
June 30, 1992	557,081.25	151,719.16	405,362.09

September 30, 1992	557,081.25	141,078.40	416,002.85
December 31, 1992	557,081.25	130,158.33	426,922.92
March 30, 1993	557,081.25	118,951.60	438,129.65
June 30, 1993	557,081.25	107,450.70	449,630.55
September 30, 1993	557,081.25	95,647.90	461,433.35
December 31, 1993	3,265,831.25	83,535.27	3,182,295.98

This Note is the Note referred to in the Participation Agreement dated as of December 27, 1988 by and between the Borrower and the Lender (the "Participation Agreement").

This Note shall have the benefit of that certain Amended and Restated Security Agreement dated as of December 27, 1988 (the "Security Agreement"), executed by Maker in favor of Payee covering certain equipment and other collateral therein described (the "Collateral"). Reference is hereby made to the Security Agreement for a description of other rights of Payee or any other owner and holder of this Note, the other obligations of Maker, the Collateral securing this Note, the rights of Maker and Payee in respect of the Collateral and provisions regarding acceleration and attorneys' fees.

This Note is made in replacement, rearrangement and extension of that certain 13.5% Secured Note Due March 20, 1989, dated January 29, 1985, in the original principal amount of \$3,577,704.28, executed by TXL ASTRA Corporation VI and payable to the order of Meritor Savings Bank (successor by name change to The Philadelphia Saving Fund Society).

This Note may not be prepaid except in accordance with the provisions of the Security Agreement.

If default is made in the payment of any installment hereof, as and when the same is or becomes due, or if default occurs under any instrument securing the payment hereof or executed in connection herewith, or if Maker shall sell, assign, mortgage, pledge or otherwise transfer any of the Collateral except as permitted by the Security Agreement or if any Event of Default (as defined in the Security Agreement) shall occur, the owner and holder of this Note may, without notice or demand (both of which are expressly waived by Maker), declare all sums owing hereon at once due and payable, in which event such amounts shall become immediately due and payable.

Maker, and any co-makers, signers, sureties, endorsers, and guarantors, and each of them, expressly waive demand and presentment for payment, notice of nonpayment, protest, notice of protest, notice of dishonor, notice of intent to accelerate the maturity hereof, notice of the acceleration of the maturity hereof, bringing of suit and diligence in taking any action to collect amounts called for hereunder and in the handling of securities at any time existing in connection herewith.

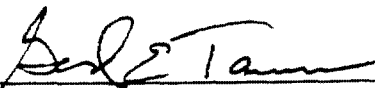
AS MORE FULLY SET FORTH IN THE PARTICIPATION AGREEMENT AND THE SECURITY AGREEMENT (BUT SUBJECT TO THE EXCEPTIONS THEREIN DESCRIBED), NEITHER THE LENDER NOR ANY OTHER HOLDER HEREOF SHALL HAVE RECOURSE AGAINST THE BORROWER PERSONALLY FOR PAYMENT OF THIS NOTE, AND SUCH HOLDER SHALL LOOK SOLELY TO THE COLLATERAL FOR PAYMENT HEREUNDER.

It is the intention of Maker and Payee to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the State of Texas and the laws of the United States of America), then, in that event, notwithstanding anything to the contrary in any agreement entered into in connection with or as security for this Note, it is agreed as follows: (i) the aggregate of all consideration that constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Note or under any of the other aforesaid agreements or otherwise in connection with this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited on this Note by the holder hereof (or if this Note shall have been paid in full, refunded to Maker or Co-Maker); and (ii) in the event that maturity of this Note is accelerated by reason of an election by the holder hereof resulting from any default hereunder or otherwise, or in the event of any required or permitted prepayment, then such consideration that constitutes interest may never include more than the maximum amount allowed by applicable law, and excess interest, if any, provided for in this Note or otherwise shall be cancelled automatically as of the date of such acceleration or prepayment and, if theretofore prepaid, shall be credited on this Note (or if this Note shall have been paid in full, refunded to Maker). To the extent that article 5069-1.04 of the Texas Revised Civil Statutes is relevant for the purpose of determining the applicable ceiling of any rate hereunder, Maker and Payee elect to

determine the applicable rate ceiling under such article by the indicated (weekly) rate ceiling from time to time in effect, subject to the owner and holder hereof's right subsequently to change such method in accordance with applicable law.

This Note has been made under and shall be construed in accordance with the laws of the State of Texas, except as they may refer the same to the laws of another jurisdiction.

PLATTE RIVER ASSOCIATES

By: 
Gerard Tanner
Partner

a:\fir218\promnot.doc

EXHIBIT B

INTERSTATE COMMERCE COMMISSION

DEC 27 1988 3-50 *R*

RECORDATION NO. *14563-C*

AMENDED AND RESTATED
SECURITY AGREEMENT AND ASSIGNMENT

Dated as of December 27, 1988

between

PLATTE RIVER ASSOCIATES

and

FIRST CITY LEASING CORPORATION

Financing
of

THIRTY-SEVEN LOCOMOTIVES

Leased

to

MISSOURI PACIFIC RAILROAD CORPORATION

and

UNION PACIFIC RAILROAD COMPANY

TABLE OF CONTENTS

	<u>Page</u>
Section 1. Defined Terms	5
Section 2. Grant of Security Interest	6
Section 3. Distribution of Moneys	9
Section 4. Prepayment of Note	10
Section 5. Covenants and Agreements of the Lessor	11
Section 6. Default	14
Section 7. Remedies	16
Section 8. Non-Recourse Nature of Obligations	18
Section 9. Miscellaneous	19

AMENDED AND RESTATED
SECURITY AGREEMENT
AND
ASSIGNMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT AND ASSIGNMENT is entered into as of December 27, 1988 by and between PLATTE RIVER ASSOCIATES, a Delaware general partnership (the "Lessor") and FIRST CITY LEASING CORPORATION, a Delaware corporation (the "Lender").

RECITALS

WHEREAS pursuant to the provisions of a Lease of Railroad Equipment dated as of January 10, 1973 (the "Lease") by and among the Missouri Pacific Railroad Company ("MoPac") and The First National Leasing Company ("FNLC"), FNLC leased the Equipment (as hereinafter defined) to MoPac;

WHEREAS TXL ASTRA Corporation VI (the "Seller") acquired from FNLC all of FNLC's rights, title and interests in and to the Equipment and in, to and under the Lease;

WHEREAS the Seller executed that certain 13.5% Secured Note Due March 20, 1989 in the principal amount of \$3,577,704.28 dated January 29, 1985 (the "Original Note") in favor of Meritor Savings Bank (successor by name change to The Philadelphia Saving Fund Society) ("Meritor") and, to secure the Original Note, the Seller assigned the Lease and rights under the EPA to Meritor and granted a first perfected security interest in the Lease, the EPA and the Equipment to Meritor pursuant to that certain Security Agreement dated January 29, 1985 (the "Original Security Agreement");

WHEREAS International Capital Equipment Limited ("ICE") has entered into its Equipment Purchase Agreement Number 1501481 dated as of January 21, 1985 (the "EPA") with the Seller, and the Seller has assigned rights in the EPA to Meritor;

WHEREAS MoPac has assigned to Union Pacific Railroad Company its interest under the Lease in and to twenty of the Locomotives (MoPac and Union Pacific Railroad Company being referred to collectively herein as the "Lessee");

WHEREAS pursuant to a Locomotive Purchase Agreement dated as of December 1, 1988 by and between the Seller and

Platte River Locomotive Corporation, as agent for the Lessor, as amended by that certain Amendment to Locomotive Purchase Agreement, dated as of December 1, 1988 (collectively, the "Purchase Agreement"), the Seller has sold the Equipment to the Lessor, assigned the Lease to the Lessor subject to the rights of the Lessee thereunder, and assigned its interest as Seller in the EPA to the Lessor;

WHEREAS the Lessee and the Lessor have entered into a First Amendment to Lease of Railroad Equipment and a Second Amendment to Lease of Railroad Equipment (collectively, the "Lease Amendments"), which amend the Lease (and all subsequent references herein to the Lease shall refer to the Lease as amended by the Lease Amendments);

WHEREAS the Lessor, the Lender and ICE have entered into that certain Supplement to Equipment Purchase Agreement dated as of December 27, 1988 (the "EPA Supplement"), which supplements the EPA (and all subsequent references to the EPA shall refer to the EPA as supplemented by the EPA Supplement);

WHEREAS pursuant to a Participation Agreement dated as of December 27, 1988 (the "Participation Agreement") by and between the Lessor and the Lender, the Lender has agreed to make a loan in the amount of \$10,187,274.45 to the Lessor (the "Loan");

WHEREAS in order to induce the Lender to make the Loan, the Lessor has caused Meritor to agree to assign all of its interest in and to the Lease, the Equipment, the Original Note, the Original Security Agreement and the EPA to the Lender;

WHEREAS a condition precedent, among others, to the obligation of the Lender to make the loan is that the Lessor shall have executed and delivered to the Lender (a) a secured promissory note of the Lessor in the principal amount of \$10,187,274.45 (the "Note") which shall replace, rearrange and extend the Original Note and (b) this Agreement, which shall amend and restate the Original Security Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree to amend and

restate the Original Security Agreement in its entirety, as follows:

AGREEMENT

Section 1. Defined Terms. Terms defined in the Participation Agreement shall have their defined meanings when used in this Agreement, unless such terms are otherwise defined herein, and the following terms shall have the following meanings (such terms to be equally applicable to both singular and plural forms of the terms defined):

"Collateral" shall have the meaning given in Section 2.1 hereof.

"Delivery Date" shall have the meaning given to such term in Section 1.2 of Part I of the EPA.

"Equipment" shall have the meaning given such term in paragraph (b) of Section 2.1 hereof.

"Event of Default" shall mean any of the events specified in Section 6.1 hereof, provided that there has been satisfied any requirement in connection with such event for the giving of notice, the lapse of time, or the happening of any further condition, event or act; and "Default" shall mean any of such events, whether or not any such requirement has been satisfied and whether or not existing under this Agreement or otherwise.

"Liens" shall mean liens, mortgages, security interests, financing statements, pledges, title retentions, charges, options to purchase exercisable during the period the Obligations are outstanding, or other encumbrances of any kind whatsoever, but, to the extent pertaining to the Equipment or the Collateral, excluding the interests therein of the Lessee under the Lease and of the Lender as contemplated by this Agreement.

"Notice of Delivery" shall have the meaning given to such term in Section 1.2 of Part I of the EPA.

"Obligations" shall mean (i) the unpaid principal amount of, and accrued interest on, the Note, and (ii) all other obligations and liabilities of the Lessor to the Lender, now existing or hereafter incurred, arising

under, out of or in connection with this Agreement or the Participation Agreement.

"Rent" shall have the meaning set forth in the first paragraph of Section 3 of the Lease.

Section 2. Grant of Security Interest.

2.1 As collateral security for the prompt and complete payment and performance when due of all the Obligations and in order to induce the Lender to make the Loan to the Lessor, the Lessor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Lender, and hereby grants to the Lender, a first priority security interest in all of the Lessor's rights, title and interests in, to and under the following (all of the following being herein collectively called the "Collateral"):

(a) the Lease, the EPA and the Purchase Agreement, and all Rents and other sums due and to become due thereunder, including, without limitation, all rights and claims of the Lessor, now or hereafter existing, (i) under any insurance, indemnities (other than any indemnity or other payment payable to the Lessor pursuant to Section 6 or Section 9 of the Lease), warranties and guarantees provided for or arising out of or in connection with the Lease, the EPA and the Purchase Agreement, (ii) for any damages arising out of or for breach or default under or in connection with the Lease, the EPA and the Purchase Agreement, (iii) to all other amounts from time to time paid or payable under or in connection with the Lease, the EPA and the Purchase Agreement, and (iv) to terminate the Lease, the EPA and the Purchase Agreement, and to exercise or enforce any and all covenants, remedies, powers and privileges thereunder, and to grant any and all consents, approvals and waivers thereunder; and

(b) all 37 of the 2,000 horsepower model GP-38-2 locomotives with Lessee's Unit numbers MP2074-MP2110 inclusive manufactured by General Motors, Electromotive Division, together with all replacements, substitutions, attachments, modifications, additions, improvements, upgrades and accessions of, to or upon such locomotives, now owned or at any time hereafter acquired by the Lessor (collectively, the "Equipment") and all proceeds thereof;

subject, however, to all of the Lessee's rights under the Lease, including, without limitation, so long as no Event of Default (as defined in Section 10 of the Lease) shall have occurred and be continuing under the Lease, the right to the quiet enjoyment, possession and use of the Equipment in accordance with the terms of the Lease and the right to purchase the Equipment granted therein. Except with respect to the Purchase Agreement, the grant of security interests in this Section 2 continues and restates the grant of security interests to Meritor in the Original Security Agreement.

2.2 It is expressly agreed that, anything contained herein to the contrary notwithstanding, (a) the Lessor shall at all times remain liable to observe and perform all of its duties and obligations under the Lease, the EPA and the Purchase Agreement, to the same extent as if this Agreement had not been made, (b) the exercise by the Lender of any of the rights assigned hereunder shall not release the Lessor from any of its duties or obligations under the Lease, the EPA or the Purchase Agreement, and (c) the Lender shall not have any obligation or liability under the Lease, the EPA or the Purchase Agreement, by reason of this Agreement or the receipt by the Lender of any payment or property under the Lease, the EPA or the Purchase Agreement, or pursuant hereto; nor shall the Lender be obligated to perform or fulfill any of the duties or obligations of the Lessor under the Lease, the EPA or the Purchase Agreement, or to make any payment thereunder, or to make any inquiry as to the nature or sufficiency of any payment or property received by it thereunder, or as to the sufficiency of performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts or the delivery of any property which may have been assigned to it or to which it may be entitled at any time or times.

2.3 (a) As more fully set forth in Section 2.1 hereof, the Lessor has assigned to the Lender, as collateral security for the Obligations, the Lease, the EPA and the Purchase Agreement and all Rent and certain other amounts from time to time payable thereunder. All such assigned moneys under the Lease shall be paid directly to the Lender by the Lessee, and the Lender acknowledges that the Lessor has so notified the Lessee. If the Lessor shall at any time receive any such moneys under the Lease, the EPA or the Purchase Agreement, it shall hold such moneys in trust for the benefit of the Lender and shall promptly deliver such moneys to the Lender.

(b) The Lender shall hold all moneys received by it as part of the Collateral and shall apply such moneys as provided in this Agreement. If any default occurs in the making of any payment or performance hereunder or under the Lease, the EPA or the Purchase Agreement, the Lender may take such action as it may deem appropriate to enforce such payment or performance, including the institution and prosecution of appropriate proceedings. Any such action shall be without prejudice to any right to claim an Event of Default hereunder and to proceed thereafter as provided in Section 7 hereof.

2.4 In any suit, proceeding or action brought by the Lender under the Lease, the EPA or the Purchase Agreement, for any sum owing thereunder, or to enforce any provision of the Lease, the EPA or the Purchase Agreement, the Lessor will save, indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Lessee or other party to the Lease, the EPA or the Purchase Agreement, arising out of a breach by the Lessor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of the Lessee or its successors from the Lessor. All such obligations of the Lessor shall be and remain enforceable against and only against the Lessor, and shall not be enforceable against the Lender.

2.5 (a) The Lessor hereby irrevocably constitutes and appoints the Lender, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of the Lessor and in the name of the Lessor in its own name, from time to time in the Lender's discretion, for the purpose of carrying out the terms of this Agreement, the Lease, the EPA or the Purchase Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, the Lease, the EPA or the Purchase Agreement, without assent by the Lessor; provided, however, that, so long as there is no Event of Default hereunder, the Lender shall give the Lessor notice of any such action or execution. The Lessor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) The powers conferred on the Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. The Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Lessor for any act or failure to act. Beyond the safe custody thereof, the Lender shall not have any duty as to any of the Collateral in its possession or control or in the possession or control of its agents or nominees, or any income thereon, or as to the preservation of rights against prior parties or any other rights pertaining thereto.

(c) The Lessor authorizes the Lender, at any time and from time to time, to execute, in connection with the sale provided for in Section 7.1 hereof, any endorsements, assignments, bills of sale or other instruments of conveyance or transfer with respect to the Collateral.

2.6 Except as expressly provided in Section 8.3 hereof, the security interest created hereunder shall terminate when the Obligations shall have been paid and performed in full. The Lender, at the request of the Lessor, will at such time execute such documents for recordation with the Interstate Commerce Commission and such termination statements and other documents (without recourse to, or representation or warranty by, the Lender) as may be necessary to evidence the termination of such security interest.

Section 3. Distribution of Moneys. All amounts received by the Lender with respect to the Collateral shall be applied as follows:

3.1 The Lender shall hold all Rent paid pursuant to the first paragraph of Section 3 of the Lease (including all interest paid on overdue installments of Rent) and shall apply such moneys, except as otherwise provided in this Section 3, first, to the payment of the installments of principal and interest (including any overdue penalty interest) under the Note which shall have become due or which shall become due on or before the day on which such installment of Rent is due from the Lessee, second, on the payment of any other Obligations which are then due and payable, and third, the balance, if any, of such moneys at the Lender's option, may be held by the Lender as part of the Collateral.

3.2 Except as otherwise provided in Section 3.3 hereof, all other moneys from time to time received by the Lender as part of the Collateral (other than amounts specified in Section 3.1 hereof) shall, (a) if due to the Lender pursuant to the terms of this Agreement, the Lease, the EPA or the Purchase Agreement, be applied by the Lender for the purpose for which such payment was made, (b) if specific provision as to the application thereof is made herein or in the Lease, the EPA or the Purchase Agreement, be applied by the Lender for the purpose for which it was made, and (c) if no provision as to its application is made herein or in the Lease, the EPA or the Purchase Agreement, or if due to the Lessor, the Lessee or other party under the Lease, the EPA or the Purchase Agreement, be distributed in accordance with the terms of the Lease, the EPA or the Purchase Agreement.

3.3 Notwithstanding anything to the contrary contained in this Agreement, all amounts received by the Lender after a Default shall have occurred and be continuing hereunder shall, at the sole option of the Lender, (a) be applied pursuant to Section 3.1 or 3.2 hereof, as the case may be, or (b) be held by the Lender as part of the Collateral or (c) after the occurrence of an Event of Default, be applied to the payment of the Obligations as provided in Section 7 hereof.

Section 4. Prepayment of Note.

4.1 Except as set forth in this Section 4, the Note may not be prepaid in whole or in part without the written consent of the Lender.

4.2 The Lessor may prepay the Note in whole (but not in part) by complying with the following provisions of this Section 4.2. The Lessor shall notify the Lender of the prepayment date not less than thirty (30) days before such date. Notice of prepayment having been so given, the aggregate principal amount of the Note then outstanding and the accrued interest on such principal amount, together with the Prepayment Premium (as defined in Section 4.4), shall become due and payable on the specified prepayment date. The Lessor acknowledges that the Lender's right to maintain a rate of return based on the full term of the Note is a valuable right, and the requirement that the Lessor pay the Prepayment Premium in the event of a prepayment is intended

to provide reasonable compensation for the deprivation of such right under such circumstances.

4.3 Any acceleration following an Event of Default (other than if solely due to a Casualty Occurrence) shall be deemed to be an evasion of the restrictions on prepayment set forth in this Agreement and the Note, and the Lessor shall pay to the Lender the Prepayment Premium, in addition to all other amounts due, as liquidated damages reasonably calculated to compensate the Lender for loss of its bargain and not as a penalty.

4.4 As used in this Agreement, the "Prepayment Premium" shall be determined as follows: (i) if the prepayment or acceleration occurs before May 1, 1990, the Prepayment Premium shall be an amount equal to 3% of the outstanding balance due on the Note, (ii) if the prepayment or acceleration occurs on or after May 1, 1990, but before September 1, 1991, the Prepayment Premium shall be an amount equal to 2% of the outstanding balance due on the Note, (iii) if the prepayment or acceleration occurs on or after September 1, 1991, but before October 1, 1993, the Prepayment Premium shall be an amount equal to 1% of the outstanding balance due on the Note, and (iv) if the prepayment or acceleration occurs on or after October 1, 1993, there shall be no Prepayment Premium.

Section 5. Covenants and Agreements of the Lessor. The Lessor hereby covenants and agrees that:

5.1 The Lessor will (a) duly observe and conform to all valid requirements of any governmental authorities which are required with respect to the performance of its obligations under the Basic Documents, (b) obtain and keep in full force and effect all franchises that are required with respect to the performance of its obligations under the Basic Documents and (c) obtain, or cause to be obtained, as promptly as possible any governmental, administrative or agency approval and make any filing or registration therewith which at the time shall be required with respect to the performance of its obligations under the Basic Documents.

5.2 The Lessor will (a) duly observe and perform all covenants and obligations to be performed by it under the Basic Documents and (b) upon the request of the Lender, promptly take any and all action as may be necessary to enforce its rights under the Basic Documents or to secure the

performance by the other parties thereto of their respective obligations thereunder.

5.3 The Lessor shall furnish to the Lender:

(a) within 90 days after the close of each fiscal year of the Lessor occurring after the date hereof, an unaudited balance sheet and statement of income of the Lessor at and as of the end of such fiscal year, certified by a partner of the Lessor;

(b) upon advance request by the Lender, within 45 days after the close of each of the first three quarters of each fiscal year of the Lessor, an unaudited balance sheet and statement of income of the Lessor for such quarter, certified by a partner of the Lessor;

(c) from time to time, such other information with respect to the Lessor as the Lender may reasonably request.

5.4 Upon execution and delivery by the Seller of the Bill of Sale, the Lessor shall acquire good and marketable title to the Equipment, free and clear of all Liens except as may have arisen by, through or under (a) the Lessee in violation of the terms of the Lease, or (b) the Original Security Agreement, and the Lessor will retain such title throughout the remaining term of the Lease and thereafter until payment of all Obligations. The Lessor will not create, assume or suffer to exist any Lessor's Lien on the Equipment or any of the other Collateral. The Lessor will not assign, sell, convey, transfer or otherwise dispose of any of the Collateral, or any interest therein, other than pursuant to the Lease or this Agreement.

5.5 The Lessor (a) has not undertaken, and will not undertake, any obligation or liability other than pursuant to the Lease, this Agreement and the documents and agreements contemplated thereby or hereby, (b) has not engaged in, and will not engage in, any business other than the ownership and leasing of the Equipment pursuant to the Lease and (c) shall maintain its existence and not enter into any transaction of merger or consolidation, or liquidate, dissolve or terminate itself or suffer any liquidation, dissolution or termination) during the term of the Lease.

5.6 The Lessor will promptly, at any time and from time to time, at no expense to the Lender, execute and deliver to

the Lender such further instruments and documents, and take such further action, as the Lender may from time to time reasonably request in order to further carry out the intent and purpose of this Agreement and the other Basic Documents to which it is a party and to establish and protect the rights, interest and remedies created, or intended to be created, in favor of the Lender hereby and thereby, including, without limitation, instruments, documents and filings relating to the Lender's security interest granted herein in the Collateral.

5.7 The Lessor will pay (but only out of the Collateral), or reimburse the Lender for (but only out of the Collateral), any and all fees, costs and expenses of whatsoever kind or nature incurred in connection with the creation, preservation and protection of the Lender's security interest in the Collateral, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens (other than Lessor's Liens) upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other fees, costs and expenses in connection with protecting, maintaining or preserving the Collateral and the Lender's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or related to the Collateral; and all such amounts that are paid by the Lender shall, until reimbursed by the Lessor, constitute obligations of the Lessor secured by the Collateral.

5.8 Without the prior written consent of the Lender, the Lessor will not declare a default under, or exercise any remedies under, the Lease, the EPA or the Purchase Agreement, or enter into or permit any cancellation, termination, amendment, supplement or modification of, or arising out of the Lease, the EPA or the Purchase Agreement, and any such attempted declaration, exercise, cancellation, termination, amendment, supplement, modification, waiver, consent or approval shall be void and of no effect unless the Lessor shall have received the prior written consent thereto from the Lender.

5.9 The Lessor shall not change the location of its principal place of business and its chief executive office and the office where the records relating to the Collateral are kept, as set forth in paragraph (f) of Section 4.1 of the

Participation Agreement, or change its name, unless it has given the Lender at least 30 days prior written notice thereof.

5.10 Upon obtaining knowledge thereof, the Lessor will promptly give written notice to the Lender of (i) the occurrence of any Default or Event of Default under this Agreement and any default or Event of Default (as defined in Section 10 of the Lease) under the Lease, the EPA or the Purchase Agreement, and (ii) the commencement or threat of any litigation or proceedings against or affecting the Lessor or any part of the Collateral. The Lessor will promptly deliver to the Lender a copy of each communication received from the Lessee pursuant to the Lease, the EPA or the Purchase Agreement, or with respect to the transactions contemplated hereby, unless such communication states that it has also been delivered to the Lender.

Section 6. Default. The occurrence of any of the following events shall constitute an Event of Default hereunder:

6.1 (a) payment of any part of the principal of, or interest on, the Note shall not be made when due (whether at the stated maturity, by acceleration or otherwise), and such default shall continue unremedied for a period of 10 days; or

(b) the Lessor shall default in the observance or performance of any agreement contained in Section 5.4, 5.5 or 5.8 hereof; or

(c) the Lessor shall default in the due observance or performance of any other covenant or provision contained herein or in the Participation Agreement, and such default by the Lessor shall continue unremedied for more than 30 days after notice thereof from the Lender; or

(d) any representation or warranty made by the Lessor in this Agreement or in the Participation Agreement, or in any document, certificate or financial or other statement furnished by the Lessor pursuant to this Agreement or the Participation Agreement, shall at any time prove to be untrue in any material respect as of the time when made, and the effect thereof shall be materially adverse to the Lender; or

(e) at any time the Lender shall not have a legal and valid first perfected lien on, and security interest in, the Collateral, prior and superior to all Liens, or if at any time prior to the Maturity Date, the EPA shall cease to be in full force and effect; or

(f) (i) the Lessor shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, termination, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or the Lessor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Lessor any case, proceeding or other action of a nature referred to in clause (i) of this paragraph (f) which (A) results in the entry of an order for relief of any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against the Lessor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Lessor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) of this paragraph (f); or (v) the Lessor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) an "Event of Default" (as defined in Section 10 of the Lease) shall occur under the Lease.

6.2 Upon (a) the occurrence of any Event of Default specified in paragraph (f) of Section 6.1 hereof, the principal amount of the Note, together all accrued interest thereon and all other amounts owing to the Lender, shall become immediately due and payable without any action by the Lender and (b) the occurrence and continuance of any other

Event of Default, the Lender may declare the Note to be forthwith due and payable, whereupon the principal amount of the Note, together with all accrued interest thereon, shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding. During the continuance of any Event of Default hereunder, the Lender shall have the right to pursue and enforce any of its rights and remedies under Section 7 hereof; subject, to the rights of the Lessee under the Lease, including without limitation, so long as no Event of Default (as defined in Section 10 of the Lease) shall have occurred and be continuing under the Lease, the right to the quiet enjoyment, possession and use of the Equipment in accordance with the terms of the Lease and the right to purchase the Equipment granted therein.

Section 7. Remedies.

7.1 If an Event of Default shall occur and be continuing, the Lender may exercise, as the Lender shall deem best, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of secured parties under the Interstate Commerce Act or the Uniform Commercial Code in any state having jurisdiction or under any other applicable law and all rights and powers of the Lessor relating to the Collateral, including the remedies available to the Lessor as Lessor under the Lease, as Seller under the EPA and as Purchaser under the Purchase Agreement. Without limiting the generality of the foregoing, the Lessor agrees that in any such event, the Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Lessor or any other person (all and each of which demands, advertisements and notices are hereby expressly waived), may forthwith take possession of and collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith exclude the Lessor, and all persons claiming under it and may forthwith use, operate, store, control, manage and sell, lease, assign, give option or options to purchase or otherwise dispose of and deliver the Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of the Lender's offices or elsewhere at such prices as it may

deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase all or any of the Collateral so sold, free of any right or equity of redemption of the Lessor, which right or equity is hereby expressly released. The Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale (after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care, safekeeping or otherwise of any or all of the Collateral, or in any way relating to the rights of the Lender hereunder, including maintenance, repairs, replacements, alterations, additions and improvements as the Lender may deem proper, and any and all payments which the Lender may be required or may elect to make, if any, for taxes, assessments, insurance, or other proper charges upon the Collateral or any part thereof, including attorneys' fees and legal expenses) to the payment in whole or in part of the Obligations in such order as the Lender may elect, and only after so applying such net proceeds and after the payment by the Lender of any other amount required by any provisions of law, need the Lender account for surplus, if any, to the Lessor. To the extent permitted by applicable law, the Lessor waives all claims, damages, and demands against the Lender arising out of the repossession, retention or sale of the Collateral. The Lessor agrees that the Lender need not give more than 10 days' notice (which notification shall be deemed given when mailed, first class postage prepaid, addressed to the Lessor at its address set forth in Section 9.2 hereof) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters.

7.2 The Lessor also agrees to pay (but only out of the Collateral) all costs of the Lender, including reasonable attorneys' fees, incurred with respect to the collection of any of the Obligations and the enforcement of any of its respective rights hereunder.

7.3 The Lessor hereby waives presentment, demand, protest and, except as provided in Section 7.1 hereof, any notice of any kind in connection with this Agreement or any of the Collateral.

7.4 In case the Lender shall have instituted any proceeding to enforce any right, power or remedy under this

Agreement by foreclosure, reentry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Lender, then and in every such case the Lender shall, subject to any determination in such proceeding, be restored to its former position and rights hereunder with respect to the Collateral, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been instituted. The Lender may, at its election, waive any Event of Default and its consequences and rescind and annul any notice relating thereto by notice to the Lessor to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such Event of Default had occurred and no such notice relating thereto had been made or given.

7.5 Notwithstanding anything to the contrary contained herein, the exercise of all rights and remedies of the Lender under this Section 7 shall at all times be subject to the rights of the Lessee under the Lease, including, without limitation, so long as no Event of Default (as defined in Section 10 of the Lease) shall have occurred and be continuing under the Lease, the right to the quiet enjoyment, possession and use of the Equipment in accordance with the terms of the Lease and the right to purchase the Equipment granted therein.

Section 8. Non-Recourse Nature of Obligations.

8.1 Non-Recourse. No recourse shall be had against the Lessor personally or against any partner of the Lessor with respect to this Agreement or the Note, it being understood that the Lessor's obligations under the Note and hereunder are enforceable only against the Collateral and the Lessor's interest therein; provided, however, that the Lessor shall be personally liable for any and all damages to the Lender caused by any breach of any covenant or agreement of the Lessor contained herein (except any covenant or agreement contained in Sections 5.7, 7.2 or 9.4 hereof, in clause (a) of Section 5.2 hereof to the extent that the Lessor is obligated thereby to make a cash payment, or in Section 2.4 hereof to the extent that the underlying obligation of the Lessor giving rise to the Lessor's liability under each Section is non-recourse to the Lessor), or caused by willful misconduct on the part of the Lessor.

8.2 Equitable Relief. Nothing contained in Section 8.1 hereof shall limit the right of the Lender to seek injunctive

or other equitable relief with respect to any of the Lessor's obligations, covenants, representations or warranties, provided, however, that obligations to make cash payments are not specifically enforceable against the Lessor except as may be specifically provided in Section 8.1 hereof.

Section 9. Miscellaneous.

9.1 No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power or privilege hereunder or under the Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein and therein provided are cumulative and not exclusive of any rights or remedies provided by law.

9.2 Notices. All notices, requests and demand to or upon any party hereto shall be deemed to have been duly given or made when personally delivered or three days after being deposited in the mail, first class postage prepaid, addressed to each party as follows, or to such other address as may be hereafter designated in writing by such party to the other party hereto:

Lessor: Platte River Associates
Suite 700, 1200 Market Building
P.O. Box 198
Wilmington, Delaware 19899
Attention: John M. Ruse
Gerard Tanner

Lender: First City Leasing Corporation
1001 Main, Suite 1550
Houston, Texas 77002
Attention: President

9.3 Performance by Lender of Lessor's Obligations. If the Lessor fails to perform or comply with any of its agreements contained herein or in the Lease, the EPA or the Purchase Agreement, and the Lender shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Lender incurred in connection with such performance or compliance, together with interest thereon at the rate provided for in respect of the Note, shall be payable by the Lessor to the Lender on demand,

and, until such payment, such expenses shall constitute Obligations secured hereby.

9.4 Payment of Expenses. To the extent not paid by the Lessee, the Lessor agrees to pay (but only out of the Collateral) all costs and expenses of the Lender in connection with the enforcement of this Agreement, including all legal fees and disbursements arising in connection therewith.

9.5 Survival of Certain Agreements. The agreements contained in Sections 9.3 and 9.4 hereof shall survive payment of the Note and any other Obligations.

9.6 Amendments. Neither this Agreement, nor any terms hereof, may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of a change, waiver, discharge or termination is sought.

9.7 Counterparts. This Agreement may be executed by the parties hereto in any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

9.8 Headings. The headings of the sections and paragraphs are for convenience only, are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

9.9 Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of the Lessor and the Lender and their respective successors and assigns, except that the Lessor may not assign or transfer its rights hereunder or any interest herein without the prior written consent of the Lender.

9.10 Construction. This Agreement and the Note shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas.

PLATTE RIVER ASSOCIATES

By: *Gerard Tanner*
Name: Gerard Tanner
Title: partner

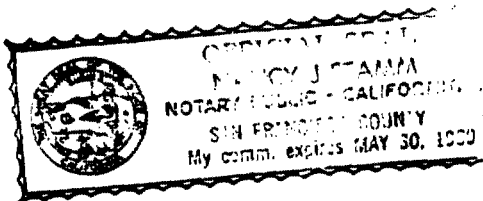
FIRST CITY LEASING CORPORATION

By: *J. L. Williams*
Name: J. L. Williams
Title: Chairman of the Board/
Chief Executive Officer

State of California §
County of San Francisco §

On December 20, 1988, before me the undersigned, a Notary Public for the State of California, personally appeared Gerard Tanner, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

Witness my hand and
official seal.



Signature: *Nancy J. Starnam*

Printed Name: Nancy J. Starnam

My Commission Expires: May 30 1989

State of Texas

§

County of Harris

§

§

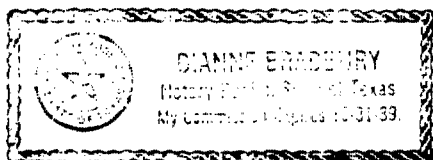
On December 28, 1988, before me the undersigned, a Notary Public for the State of Texas, personally appeared J.L. Williams, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

Witness my hand and
official seal.

Signature: 

Printed Name: _____

My Commission Expires: _____



a:secure.agt

EXHIBIT C

PARTICIPATION AGREEMENT

Dated as of December 27, 1988

between

PLATTE RIVER ASSOCIATES,

as Lessor,

and

FIRST CITY LEASING CORPORATION,

as Lender,

Financing
of

THIRTY-SEVEN LOCOMOTIVES

Leased

to

MISSOURI PACIFIC RAILROAD COMPANY

and

UNION PACIFIC RAILROAD COMPANY

TABLE OF CONTENTS

	<u>Page</u>
Section 1. Defined Terms	3
Section 2. Commitment of the Lender; Closings	4
Section 3. Conditions Precedent to Loan and First Closing	4
Section 4. Conditions Precedent to Second Closing	8
Section 5. Representations and Covenants of the Lessor	9
Section 6. Non-Recourse	10
Section 7. Miscellaneous	11

EXHIBITS

EXHIBIT A	Copy of Lease
EXHIBIT B	Copy of EPA
EXHIBIT C	Copy of MoPac Assignment
EXHIBIT D	Copy of Sale and Assignment Agreement
EXHIBIT E	Copy of Lease Amendments
EXHIBIT F	Form of Assignment of Note
EXHIBIT G	Form of Security Agreement
EXHIBIT H	Form of Assignment of Lease
EXHIBIT I	Form of EPA Supplement
EXHIBIT J	Form of Escrow Agreement
EXHIBIT K	Form of Note
EXHIBIT L	Form of Opinion of Lessor's Counsel
EXHIBIT M	Form of Opinion of Lessee's Counsel

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is entered into as of December 27, 1988 by and between PLATTE RIVER ASSOCIATES, a Delaware general partnership (the "Lessor") and FIRST CITY LEASING CORPORATION, a Delaware corporation (the "Lender").

RECITALS

WHEREAS pursuant to the provisions of a Lease of Railroad Equipment dated as of January 10, 1973 (the "Lease") by and among the Missouri Pacific Railroad Company ("MoPac") and The First National Leasing Company ("FNLC"), a copy of which is attached hereto as Exhibit A, FNLC leased the Equipment (as hereinafter defined) to MoPac;

WHEREAS TXL ASTRA Corporation VI (the "Seller") acquired from FNLC all of FNLC's rights, title and interests in and to the Equipment and in, to and under the Lease;

WHEREAS the Seller executed that certain 13.5% Secured Note Due March 20, 1989 in the principal amount of \$3,577,704.28 dated January 29, 1985 (the "Original Note") in favor of Meritor Savings Bank (successor by name change to The Philadelphia Saving Fund Society) ("Meritor") and, to secure the Original Note, the Seller assigned the Lease and rights under the EPA to Meritor and granted a first perfected security interest in the Lease, the EPA and the Equipment to Meritor pursuant to that certain Security Agreement dated January 29, 1985 (the "Original Security Agreement");

WHEREAS International Capital Equipment Limited ("ICE") has entered into its Equipment Purchase Agreement Number 1501481 dated as of January 21, 1985 (the "EPA") with the Seller, a copy of which is attached hereto as Exhibit B, and the Seller has assigned rights in the EPA to Meritor;

WHEREAS, pursuant to an Assignment (the "Mopac Assignment"), a copy of which is attached hereto as Exhibit C, MoPac has assigned to Union Pacific Railroad Company its interest under the Lease in and to a portion of the Equipment (MoPac and Union Pacific Railroad Company being referred to collectively herein as the "Lessee");

WHEREAS pursuant to a Locomotive Purchase Agreement dated as of December 1, 1988 by and between the Seller and Platte River Locomotive Corporation, as agent for the Lessor, as amended by that certain Amendment to Locomotive Purchase Agreement, dated as of December 1, 1988 (collectively, the

"Purchase Agreement"), copies of which are attached hereto as Exhibit D, the Seller has sold the Equipment to the Lessor, assigned the Lease to the Lessor subject to the rights of the Lessee thereunder, and assigned its interest as Seller in the EPA to the Lessor;

WHEREAS the Lessee and the Lessor have entered into a First Amendment to Lease of Railroad Equipment and a Second Amendment to Lease of Railroad Equipment (collectively, the "Lease Amendments"), copies of which are attached hereto as Exhibit E, which amend the Lease (and all subsequent references herein to the Lease shall refer to the Lease as amended by the Lease Amendments);

WHEREAS the Lender has been requested to make a loan to the Lessor in the amount of \$10,187,274.45 (the "Loan"), of which \$7,700,000.00 (the "First Closing Amount") is to be funded on or before December 31, 1988 and \$2,487,274.45 (the "Second Closing Amount") is to be funded on or before January 3, 1989;

WHEREAS in order to induce the Lender to make the Loan, the Lessor has caused Meritor to agree to assign all of its interest in and to the Lease, the Equipment, the Original Note, the Original Security Agreement and the EPA to the Lender, pursuant to an Assignment of Note, Liens, Security Agreement and EPA (the "Assignment of Note") substantially in the form of Exhibit F;

WHEREAS the Loan is to be evidenced by a Note (as hereinafter defined), which shall constitute a rearrangement and extension of the Original Note, and is to be secured by a first perfected security interest in the Lease and the Equipment pursuant to an Amended and Restated Security Agreement and Assignment (the "Security Agreement") by and between the Lessor and the Lender, which Security Agreement shall be substantially in the form of Exhibit G hereto and which shall amend and restate the Original Security Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

Section 1. Defined Terms.

1.1 Definitions. The following terms shall have the following meanings unless the context otherwise requires (such terms to be equally applicable to both singular and plural forms of the terms defined);

"Assignment of Lease" shall mean an assignment of lease and the EPA substantially in the form of Exhibit H hereto.

"Basic Documents" shall mean, collectively, this Participation Agreement, the Lease, the MoPac Assignment, the Lease Amendments, the Security Agreement, the Escrow Agreement, the Note, the EPA, the EPA Supplement, the Purchase Agreement, the Assignment of Lease and the Bill of Sale.

"Bill of Sale" shall mean a bill of sale substantially in the form of Exhibit B to the Purchase Agreement.

"Business Day" shall mean a day other than a Saturday, Sunday or legal holiday under the laws of the State of California or Texas.

"Collateral" shall have the meaning given such term in Section 2.1 of the Security Agreement.

"Conditional Sale Agreements" shall mean the two Conditional Sale Agreements referred to in the recitals to the Lease.

"EPA Supplement" shall mean a supplement to the EPA substantially in the form of Exhibit I hereto.

"Equipment" shall have the meaning given such term in paragraph (b) of Section 2.1 of the Security Agreement.

"Escrow Agreement" shall mean an escrow agreement substantially in the form of Exhibit J hereto.

"First Closing Date" shall mean any Business Day on or before December 31, 1988 that is chosen by the Lender pursuant to Section 2.2 hereof.

"Lessor's Lien" shall have the meaning set forth in paragraph (g) of Section 5.1 hereof.

"Liens" shall have the meaning set forth in Section 1 of the Security Agreement.

"Maturity Date" shall mean December 31, 1993.

"Note" shall mean the secured promissory note of the Lessor substantially in the form of Exhibit K hereto.

"Second Closing Date" shall mean any Business Day on or before January 3, 1989 that is chosen by the Lender pursuant to Section 2.2 hereof.

1.2 Use of Defined Terms. All terms defined in this Agreement shall have the defined meanings when used in the Note or in any agreement, document, certificate, report or other instrument made or delivered pursuant to this Agreement, unless the context shall otherwise require.

Section 2. Commitment of the Lender; Closings.

2.1 Commitment. Subject to the terms and conditions of this Agreement, the Lender agrees to make the Loan to the Lessor, with the First Closing Amount to be funded to the Lessor on the First Closing Date (except that \$100,000 of the First Closing Amount shall be funded into escrow pursuant to the Escrow Agreement), and the Second Closing Amount to be funded to the Lessor on the Second Closing Date. Payment of the purchase price for the Equipment shall be paid from the proceeds of the First Closing Amount and shall be paid directly by the Lender, on behalf of the Lessor, to the Seller. The Loan shall be evidenced by the Note, which shall be repayable in accordance with the terms thereof and of the Security Agreement.

2.2 Closing Dates. The Lender shall select the First Closing Date and the Second Closing Date after consultation with the Lessor and give the Lessor at least two Business Days' prior written or telephonic notice of each.

Section 3. Conditions Precedent to First Closing. The obligation of the Lender to make the Loan and to fund the First Closing Amount pursuant to Section 2.1 hereof shall be

subject to the fulfillment to the satisfaction of the Lender of each of the following conditions:

(a) The Basic Documents. On or prior to the First Closing Date, the following Basic Documents shall have been duly authorized, executed and delivered by the respective party or parties thereto, shall be in full force and effect on the First Closing Date, and an executed counterpart of each thereof shall have been delivered to the Lender:

- (i) the Bill of Sale.
- (ii) the Assignment of Lease.
- (iii) the Lease.
- (iv) the MoPac Assignment.
- (v) the Lease Amendments.
- (vi) the Security Agreement.
- (vii) the EPA.
- (viii) the EPA Supplement.
- (ix) the Purchase Agreement.
- (x) the Escrow Agreement.

(b) The Note. The Note shall have been duly executed by the Lessor and delivered to the Lender.

(c) Title to the Equipment. The Lessor shall have good and marketable title to the Equipment and all the rights, title and interests of the Lessor under the Lease, the Seller under the EPA (as supplemented by the EPA Supplement) and the Purchaser under the Purchase Agreement, free and clear of all Liens (including, without limitation, those arising under the Conditional Sale Agreements) except as may have arisen by, through or under (i) the Lessee in violation of the terms of the Lease or (ii) the Original Security Agreement.

(d) Recordings and Financing Statements. On or before the First Closing Date, (i) appropriate documentation shall have been duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of

Section 20c of the Interstate Commerce Act and with such other public offices as may be deemed appropriate by the Lender or its counsel in order to (A) reflect the fact that Meritor is the successor by name change to PSFS, (B) reflect the assignment of such security interests by Meritor to the Lender pursuant to the Assignment of Note, (C) perfect the security interest in the Collateral created by the Security Agreement, (D) protect the rights and interests of the Lessor in and to the Equipment under the Lease and (E) perfect the rights and interests of the Lender in and to the (I) Lease and the rents and other payments due or to become due under the Lease, (II) the EPA (as supplemented by the EPA Supplement), and (III) the Purchase Agreement, (ii) all fees and taxes payable with respect to such filings shall have been paid and (iii) the Lender shall have received evidence satisfactory to it that such filings have been made and such fees and taxes have been paid.

(e) Insurance. The Lender shall have received evidence to the Lender's satisfaction that the Equipment is adequately insured against risk of public liability.

(f) No Material Adverse Change. In the sole opinion of the Lender, no material adverse change shall have occurred in the business, operations or financial condition of the Lessor, since December 1, 1988.

(g) Governmental Action. All governmental and regulatory approvals, licenses and authorizations, or filings or registrations, necessary or, in the opinion of the Lender or its counsel, advisable in connection with the transactions contemplated by this Agreement shall have been duly received or made, as the case may be.

(h) Opinion of the Lessor's Counsel. The Lender shall have received the written opinion, dated the First Closing Date, addressed to it of counsel for the Lessor satisfactory to the Lender substantially in the form of Exhibit L attached hereto, which opinion shall also cover such other matters incident to the transactions contemplated by this Agreement as the Lender may reasonably request.

(i) Representations of the Lessor. (i) The representations and warranties of the Lessor contained in this Agreement shall be true and correct in all respects on and as of the First Closing Date; (ii) no Default or Event of Default under the Security Agreement shall be in existence on the First Closing Date; and (iii) the Lender shall have

received a certificate of a partner of the Lessor to the same effect as the foregoing clauses (i) and (ii) of this paragraph (i).

(j) Partnership Documents of the Lessor. The Lender shall have received a copy of the Lessor's agreement of general partnership, together with all amendments thereto, certified as of the First Closing Date by a partner of the Lessor.

(k) Other Information. The Lender shall have received such other documents, evidences, materials and information with respect to the Lessee and the Lessor as the Lender may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the other Basic Documents, the taking of all partnership or other proceedings in connection therewith and compliance with the conditions herein or therein set forth.

(l) Opinion of Special Counsel. The Lender shall have received an opinion of Wilmer, Cutler & Pickering, dated the First Closing Date, addressed to it and the Lessor satisfactory to the Lender to the effect that filings recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act reflect the Lessor as the owner and lessor, and the Lessee as the lessee, of the Equipment and the Lease, free and clear of all Liens except as may have arisen by, through or under (i) the Lessee in violation of the terms of the Lease, or (ii) the Original Security Agreement.

(m) Opinion of the Lessee's Counsel. The Lender shall have received the written opinion, dated the First Closing Date, addressed to it of counsel for the Lessee satisfactory to the Lender substantially in the form of Exhibit M attached hereto, which opinion shall also cover such other matters incident to the transactions contemplated by this Agreement as the Lender may reasonably request.

(n) Additional Casualty Insurance. The Lender shall have received evidence satisfactory to it that the Equipment is insured against Casualty Occurrences (as defined in Section 7 of the Lease) in an amount not less than \$7,300,000; provided, however, that nothing set forth in this paragraph (n) shall impair the right of the Lessor to terminate such insurance in accordance with the provisions of the Escrow Agreement.

(o) Notice to Lessee. The Lender shall be satisfied that the Lessee has been given notice that all rent and other amounts payable under the Lease, as well as all notices, reports or other information to be given or delivered pursuant thereto, shall be paid, given or delivered to the Lender.

(p) Legal Matters. All legal matters with respect to the transactions contemplated by this Agreement and the other Basic Documents shall be satisfactory to Vinson & Elkins, counsel for the Lender.

Section 4. Conditions Precedent to Second Closing. The obligation of the Lender to fund the Second Closing Amount pursuant to Section 2.1 hereof shall be subject to the fulfillment to the satisfaction of the Lender of each of the following conditions:

(a) The Basic Documents. The Basic Documents listed in Section 3(a) hereof shall be in full force and effect on the Second Closing Date.

(b) Title to the Equipment. The Lessor shall have good and marketable title to the Equipment and all the rights, title and interests of the Lessor under the Lease, the Seller under the EPA (as supplemented by the EPA Supplement) and the Purchaser under the Purchase Agreement, free and clear of all Liens (including, without limitation, those arising under the Conditional Sale Agreements) except as may have arisen by, through or under (i) the Lessee in violation of the terms of the Lease, or (ii) the Original Security Agreement.

(c) No Material Adverse Change. In the sole opinion of the Lender, no material adverse change shall have occurred in the business, operations or financial condition of the Lessor since the First Closing Date.

(d) Representations of the Lessor. (i) The representations and warranties of the Lessor contained in this Agreement shall be true and correct in all respects on and as of the Second Closing Date; (ii) no Default or Event of Default under the Security Agreement shall be in existence on the Second Closing Date; and (iii) the Lender shall have received a certificate of a partner of the Lessor to the same effect as the foregoing clauses (i) and (ii) of this paragraph (d).

Section 5. Representations and Covenants of the Lessor.
The Lessor hereby represents, warrants and covenants that:

(a) Due Formation; Power and Authority. The Lessor is a general partnership duly formed and validly existing under the laws of the State of Delaware. The Lessor has full power, authority and legal right (i) to acquire and hold whatever title or interest in the Equipment was transferred to the Lessor by the Seller and to lease the Equipment to the Lessee pursuant to the Lease, and (ii) to execute and deliver the Basic Documents to which it is a party and perform its obligations thereunder, to borrow pursuant to this Agreement and to grant the security interests pursuant to the Secretary Agreement.

(b) Consents and Approvals. No consent of any other party (including partners or creditors) and no consent, license, approval or authorization or, exemption by, or registration or declaration with, any governmental body, authority, bureau or agency, is required in connection with the execution, delivery or performance by the Lessor of the Basic Documents to which it is a party.

(c) No Violation. The execution, delivery and performance by the Lessor of the Basic Documents to which it is a party do not, and will not, violate any provision of any law or regulation or of any judgment, award, order, writ or decree of any court or governmental instrumentality applicable to it, do not, and will not, violate any provision of, or cause a default under, the Lessor's agreement of general partnership, or under any contract, agreement or other undertaking to which the Lessor is a party or which purports to be binding upon the Lessor or upon any of its assets, and do not, and will not, result in the creation of imposition of any Lien on any of the Collateral pursuant to any such contract, agreement or other undertaking.

(d) Due Authorization, etc. Each of the Basic Documents to which the Lessor is a party has been, or will be on the First Closing Date and thereafter, duly authorized, executed and delivered by the Lessor and constitutes, or will constitute on the First Closing Date and thereafter, a legal, valid and binding obligation of Lessor enforceable in accordance with its terms.

(e) Litigation. There is no action, suit, investigation or proceeding (whether or not purportedly on

behalf of the Lessor) pending or threatened against the Lessor or any of its assets.

(f) Principal Place of Business. The principal place of business and the chief executive office of the Lessor and the office where the Lessor keeps its records relating to the Collateral is located at the address set forth in Section 7.1 hereof.

(g) Lessor's Liens; Disposition of Collateral. The Lessor will not create, assume or suffer to exist any Lien on the Equipment or any of the other Collateral that is created or granted by the Lessor or that results from claims against the Lessor not related to the Lessor's ownership of the Equipment ("Lessor's Liens"). The Lessor will not assign, sell, convey, transfer or otherwise dispose of any of the Collateral or any interest therein, other than pursuant to the Lease and the Security Agreement.

(h) Default. No Default or Event of Default exists under the Security Agreement and the Lessor is not in default under this Agreement.

(i) ERISA. The Lessor is not in violation of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and will not acquire the Equipment with funds of an "employee benefit plan" or a "plan" with respect to which it is a "party in interest" or a "disqualified person," as such quoted terms are used in ERISA.

(j) Title. The Lessor has good and marketable title to the Equipment, free and clear of all Liens (including, without limitation, those arising under the Conditional Sale Agreements) except as may have arisen by, through or under (i) the Lessee in violation of the terms of the Lease, or (ii) the Original Security Agreement.

(k) Securities Act of 1933. The offer and issuance of the Note do not violate the Securities Act of 1933, except to the extent any such violation is caused by an act, or failure to act, of the Lender.

Section 6. Non-Recourse.

6.1 Non-Recourse Nature of Lessor's Obligations. IT IS EXPRESSLY AGREED BETWEEN THE LESSOR AND THE LENDER THAT THE OBLIGATIONS EVIDENCED BY THE NOTE ARE NON-RECOURSE TO THE LESSOR TO THE EXTENT SET FORTH IN SECTION 6.2 HEREOF.

6.2 Notwithstanding any other provision of this Agreement or any other Basic Document, but subject to the provisions of Sections 6.3 and 6.4 hereof, it is understood and agreed by the Lender that all liability of the Lessor for the payment of the principal of, and the interest on, the Note shall be limited to, and shall be payable only out of, the Lease and the rent and other amounts payable thereunder, the EPA (as supplemented by the EPA Supplement), the Purchase Agreement, the Equipment, and the proceeds of the foregoing. Notwithstanding such limitation of liability, the obligation of the Lessor to pay the principal of, and interest on the Note and all other amounts payable by the Lessor to the Lender hereunder and under the Note shall be fully enforceable against the Lessor's right, title and interest in the Collateral.

6.3 Notwithstanding anything to the contrary contained in this Section 6, the Lessor shall be personally liable for any and all damages to the Lender caused by any untrue or misleading representation or warranty of the Lessor, or any breach of any covenant or agreement of the Lessor, contained herein or in the other Basic Documents to which it is a party (except any covenant or agreement contained in Sections 5.7, 7.2 or 9.4 of the Security Agreement, in clause (a) of Section 5.2 of the Security Agreement to the extent that the Lessor is obligated thereby to make a cash payment, or in Section 2.4 of the Security Agreement to the extent that the underlying obligation of the Lessor giving rise to the Lessor's liability under such Section is non-recourse to the Lessor), or caused by willful misconduct on the part of the Lessor.

6.4 Nothing contained in this Section 6 shall limit the right of the Lender to seek injunctive or other equitable relief with respect to any of the Lessor's obligations, covenants, representations or warranties, provided, however, that obligations to make cash payments are not specifically enforceable against the Lessor except as may be specifically provided in Section 6.3 hereof.

Section 7. Miscellaneous.

7.1 Notices. All notices, requests and demands to or upon any party hereto shall be deemed to have been duly given or made when delivered or when deposited in the mail, first class postage prepaid, addressed to such party as follows, or

to such other address as may be hereafter designated in writing by such party to the other parties hereto:

Lessor: Platte River Associates
Suite 700, 1200 Market Building
P.O. Box 198
Wilmington, Delaware 19899
Attention: John M. Ruse
Gerard Tanner

Lender: First City Leasing Corporation
1001 Main Street, Suite 1550
Houston, Texas 77002
Attention: President

7.2 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7.3 Survival of Representations and Warranties. All representations and warranties made in this Agreement and any certificates delivered in connection herewith shall survive the execution and delivery of this Agreement and the completion of the transactions contemplated hereby.

7.4 Amendments. Neither this Agreement, nor any terms hereof, may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of a change, waiver, discharge or termination is sought.

7.5 Counterparts. This Agreement may be executed by the parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7.6 Headings. The headings of the Sections and paragraphs hereof are for convenience only, are not part of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

7.7 Construction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas.

PLATTE RIVER ASSOCIATES

By: [Signature]
Name: Gerard Tanaka
Title: partner

FIRST CITY LEASING CORPORATION

By: [Signature]
Name: J. L. Williams
Title: Chairman of the Board/
Chief Executive Officer

a:\part.agt

EXHIBIT D

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is made and entered into as of December 27, 1988 by and between PLATTE RIVER ASSOCIATES, a Delaware general partnership (the "Lessor"), and FIRST CITY LEASING CORPORATION, a Delaware corporation (the "Lender").

RECITALS

WHEREAS the Lessor and the Lender have entered into that certain Participation Agreement of even date herewith (the "Participation Agreement"), pursuant to which the Lender has agreed, on the terms and conditions thereof, to make a loan to the Lessor in the amount of \$10,187,274.45;

WHEREAS the Participation Agreement provides that \$100,000.00 (the "Escrow Amount") shall be withheld from the First Closing Amount (as defined in the Participation Agreement) and shall be funded into escrow;

WHEREAS, the Lender has purchased, in its own name, that certain Certificate of Deposit No. ^{TDI}008542 (the "CD") from First City National Bank of Houston ("FCNB") in the principal amount of the Escrow Amount, maturing on September 30, 1992;

WHEREAS the Lessor and the Lender desire to set forth the terms and conditions on which the Lender shall hold the CD;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lender hereby agree as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the meanings given them in the Participation Agreement.

*Customer No. 8146241
Instrument No. 001

2. Application of CD. (a) As used herein, (i) "Excess Casualty Amount" shall mean the amount, if any, by which 1/37th of the outstanding balance of the loan evidenced by the Note (together with all interest accrued thereon) at the time of a Casualty Occurrence (as defined in Section 7 of the Lease) with respect to a single Locomotive exceeds the sum of the required Casualty Value (as defined in Section 7 of the Lease) payment under the Lease and the amount of any casualty insurance paid with respect to such Casualty Occurrence, and (ii) "Excess Casualty Event" shall mean a Casualty Occurrence giving rise to an Excess Casualty Amount.

(b) If an Excess Casualty Event shall occur, the Lender may mature the CD and retain all amounts realized therefrom, if it has not previously received from the Lessor a payment equal to the Excess Casualty Amount.

(c) If an Excess Casualty Event occurs and the Lender matures the CD in accordance with the preceding paragraph (b), the Lessor, within four Business Days after receiving notice from the Lender that the CD has been matured, shall pay to the Lender an amount equal to (i) the sum of (A) \$100,000.00, (B) the amount of any penalties, fines or charges assessed as a result of the early maturity of the CD, and (C) the Excess Casualty Amount, less (ii) the amount realized by the Lender from the CD, prior to the deduction of any penalties, fees or charges of the type described in clause (i)(B). Such payment shall be made by wire transfer to the following account:

First City National Bank of Houston
Houston, Texas
ABA No. 113000010
Account of First City Leasing Corporation
Account No. 10-07343.

Such payment shall relieve the Lessor of any further liability to the Lender with respect to such Excess Casualty Amount. Within five Business Days of its receipt of such payment, the Lender shall purchase a new certificate of deposit in the principal amount of \$100,000.00, which new certificate of deposit shall mature on September 30, 1992 and shall accrue interest at the then-current rate quoted by FCNB for certificates of deposit of like denomination and maturity. Such new certificate of deposit shall be purchased in the name of the Lender, and the Lender shall provide a copy of the certificate of deposit to the Lessor. The

references in Sections 2, 3 and 4 to "the CD" shall also refer to such replacement certificate of deposit.

(d) The provisions of this Section 2 shall apply to each Excess Casualty Event that occurs prior to the maturity date referred to in Section 4, regardless of how many such Excess Casualty Events shall occur.

3. Payment of Interest to the Lessor. On or before January 10 of 1990, 1991 and 1992, the Lender shall pay to the Lessor the interest that the CD has earned during the previous calendar year. Such payment shall be made by wire transfer to the following account:

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware
ABA No. 031100092
Account of Platte River Associates
Attn: Lee Dobson
Account No. 24585816

The Lender may deduct from such payment any applicable wire transfer fees.

4. Payment of CD to the Lessor. On or before October 10, 1992, the Lender shall pay to the Lessor the fully-matured amount of the CD (including all interest earned thereon that has not previously been paid to the Lessor); provided, however, that, if there shall be an Event of Default existing on such date, the Lender shall not be required to pay such amount to the Lessor until such time as no Event of Default shall be in existence. Such payment shall be made by wire transfer to the account specified in Section 4, and the Lender may deduct from such payment any applicable wire transfer fees.

5. Termination of Casualty Insurance. The Lessor shall have the right to terminate the casualty insurance described in paragraph (n) of Section 3 of the Participation Agreement at any time on or after January 1, 1990; provided, however, that the Lessor shall give the Lender notice of such termination.

6. Incorporation of Miscellaneous Provisions. The provisions of Sections 7.1, 7.2, 7.4, 7.5, 7.6 and 7.7 of the Participation Agreement are hereby incorporated in this

Agreement, and, as incorporated herein, all references in such Sections to "this Agreement" shall be construed to refer to this Agreement.

PLATTE RIVER ASSOCIATES

By: Gerard E. Tanner
Gerard Tanner
Partner

FIRST CITY LEASING CORPORATION

By: J. L. Williams
J. L. Williams
Chairman of the Board/
Chief Executive Officer

a:escrow.agt

EXHIBIT E

Prepayment Deficiency Table

MISSOURI PACIFIC

DEFICIENCY

EXPOS:

1 / 1 /1990	0.00
1 / 2 /1990	0.00
1 / 3 /1990	0.00
1 / 4 /1990	0.00
1 / 5 /1990	0.00
1 / 6 /1990	0.00
1 / 7 /1990	0.00
1 / 8 /1990	0.00
1 / 9 /1990	0.00
1 /10 /1990	0.00
1 /11 /1990	0.00
1 /12 /1990	0.00
1 /13 /1990	0.00
1 /14 /1990	0.00
1 /15 /1990	0.00
1 /16 /1990	0.00
1 /17 /1990	0.00
1 /18 /1990	0.00
1 /19 /1990	0.00
1 /20 /1990	0.00
1 /21 /1990	0.00
1 /22 /1990	0.00
1 /23 /1990	0.00
1 /24 /1990	0.00
1 /25 /1990	0.00
1 /26 /1990	0.00
1 /27 /1990	0.00
1 /28 /1990	0.00
1 /29 /1990	0.00
1 /30 /1990	0.00
2 / 1 /1990	0.00
2 / 2 /1990	0.00
2 / 3 /1990	0.00
2 / 4 /1990	0.00
2 / 5 /1990	0.00
2 / 6 /1990	0.00
2 / 7 /1990	0.00
2 / 8 /1990	0.00
2 / 9 /1990	0.00
2 /10 /1990	0.00
2 /11 /1990	0.00
2 /12 /1990	0.00
2 /13 /1990	0.00
2 /14 /1990	0.00
2 /15 /1990	0.00
2 /16 /1990	0.00
2 /17 /1990	0.00
2 /18 /1990	0.00
2 /19 /1990	0.00
2 /20 /1990	0.00
2 /21 /1990	0.00
2 /22 /1990	0.00
2 /23 /1990	0.00
2 /24 /1990	0.00
2 /25 /1990	0.00
2 /26 /1990	0.00
2 /27 /1990	0.00
2 /28 /1990	0.00
2 /29 /1990	0.00
2 /30 /1990	0.00
3 / 1 /1990	0.00
3 / 2 /1990	0.00
3 / 3 /1990	0.00
3 / 4 /1990	0.00
3 / 5 /1990	0.00
3 / 6 /1990	0.00
3 / 7 /1990	0.00
3 / 8 /1990	0.00
3 / 9 /1990	0.00
3 /10 /1990	0.00
3 /11 /1990	0.00
3 /12 /1990	0.00

MISSOURI PACIFIC

PERIODS:	DEFICIENCY
3 /13 /1990	0.00
3 /14 /1990	0.00
3 /15 /1990	0.00
3 /16 /1990	0.00
3 /17 /1990	0.00
3 /18 /1990	0.00
3 /19 /1990	0.00
3 /20 /1990	0.00
3 /21 /1990	0.00
3 /22 /1990	0.00
3 /23 /1990	0.00
3 /24 /1990	0.00
3 /25 /1990	0.00
3 /26 /1990	0.00
3 /27 /1990	0.00
3 /28 /1990	0.00
3 /29 /1990	0.00
3 /30 /1990	0.00
4 / 1 /1990	0.00
4 / 2 /1990	0.00
4 / 3 /1990	0.00
4 / 4 /1990	0.00
4 / 5 /1990	0.00
4 / 6 /1990	0.00
4 / 7 /1990	0.00
4 / 8 /1990	0.00
4 / 9 /1990	0.00
4 /10 /1990	0.00
4 /11 /1990	0.00
4 /12 /1990	0.00
4 /13 /1990	0.00
4 /14 /1990	0.00
4 /15 /1990	0.00
4 /16 /1990	0.00
4 /17 /1990	0.00
4 /18 /1990	0.00
4 /19 /1990	0.00
4 /20 /1990	0.00
4 /21 /1990	0.00
4 /22 /1990	0.00
4 /23 /1990	0.00
4 /24 /1990	0.00
4 /25 /1990	0.00
4 /26 /1990	0.00
4 /27 /1990	0.00
4 /28 /1990	0.00
4 /29 /1990	0.00
4 /30 /1990	0.00
5 / 1 /1990	62,983.07
5 / 2 /1990	62,696.39
5 / 3 /1990	62,405.71
5 / 4 /1990	62,117.02
5 / 5 /1990	61,828.34
5 / 6 /1990	61,539.65
5 / 7 /1990	61,250.97
5 / 8 /1990	60,962.28
5 / 9 /1990	60,673.60
5 /10 /1990	60,384.92
5 /11 /1990	60,096.23
5 /12 /1990	59,807.55
5 /13 /1990	59,518.86
5 /14 /1990	59,230
5 /15 /1990	58,941.1
5 /16 /1990	58,652.81
5 /17 /1990	58,364.13
5 /18 /1990	58,075.44
5 /19 /1990	57,786.76
5 /20 /1990	57,498.07
5 /21 /1990	57,209.39
5 /22 /1990	56,920.71
5 /23 /1990	56,632.02
5 /24 /1990	56,343.34

MISSOURI PACIFIC

DEFICIENCY

PERIODS:

5 /25 /1990	56,054.65
5 /26 /1990	55,765.97
5 /27 /1990	55,477.28
5 /28 /1990	55,188.60
5 /29 /1990	54,899.92
5 /30 /1990	54,611.23
6 / 1 /1990	54,322.55
6 / 2 /1990	54,033.86
6 / 3 /1990	53,745.18
6 / 4 /1990	53,456.50
6 / 5 /1990	53,167.81
6 / 6 /1990	52,879.13
6 / 7 /1990	52,590.44
6 / 8 /1990	52,301.76
6 / 9 /1990	52,013.07
6 /10 /1990	51,724.39
6 /11 /1990	51,435.71
6 /12 /1990	51,147.02
6 /13 /1990	50,858.34
6 /14 /1990	50,569.65
6 /15 /1990	50,280.97
6 /16 /1990	49,992.29
6 /17 /1990	49,703.60
6 /18 /1990	49,414.92
6 /19 /1990	49,126.23
6 /20 /1990	48,837.55
6 /21 /1990	48,548.86
6 /22 /1990	48,260.18
6 /23 /1990	47,971.50
6 /24 /1990	47,682.81
6 /25 /1990	47,394.13
6 /26 /1990	47,105.44
6 /27 /1990	46,816.76
6 /28 /1990	46,528.08
6 /29 /1990	46,239.39
6 /30 /1990	45,950.71
7 / 1 /1990	56,803.65
7 / 2 /1990	56,522.82
7 / 3 /1990	56,241.99
7 / 4 /1990	55,961.16
7 / 5 /1990	55,680.33
7 / 6 /1990	55,399.51
7 / 7 /1990	55,118.68
7 / 8 /1990	54,837.85
7 / 9 /1990	54,557.02
7 /10 /1990	54,276.19
7 /11 /1990	53,995.36
7 /12 /1990	53,714.53
7 /13 /1990	53,433.71
7 /14 /1990	53,152.88
7 /15 /1990	52,872.05
7 /16 /1990	52,591.22
7 /17 /1990	52,310.39
7 /18 /1990	52,029.56
7 /19 /1990	51,748.74
7 /20 /1990	51,467.91
7 /21 /1990	51,187.08
7 /22 /1990	50,906.25
7 /23 /1990	50,625.42
7 /24 /1990	50,344.59
7 /25 /1990	50,063.77
7 /26 /1990	49,782.94
7 /27 /1990	49,502.11
7 /28 /1990	49,221.28
7 /29 /1990	48,940.45
7 /30 /1990	48,659.62
8 / 1 /1990	48,378.79
8 / 2 /1990	48,097.97
8 / 3 /1990	47,817.14
8 / 4 /1990	47,536.31
8 / 5 /1990	47,255.48
8 / 6 /1990	46,974.65

MISSOURI PACIFIC

PERIODS:	DEFICIENCY
8 / 7 /1990	46,693.82
8 / 8 /1990	46,413.00
8 / 9 /1990	46,132.17
8 /10 /1990	45,851.34
8 /11 /1990	45,570.51
8 /12 /1990	45,289.68
8 /13 /1990	45,008.85
8 /14 /1990	44,728.02
8 /15 /1990	44,447.20
8 /16 /1990	44,166.37
8 /17 /1990	43,885.54
8 /18 /1990	43,604.71
8 /19 /1990	43,323.88
8 /20 /1990	43,043.05
8 /21 /1990	42,762.23
8 /22 /1990	42,481.40
8 /23 /1990	42,200.57
8 /24 /1990	41,919.74
8 /25 /1990	41,638.91
8 /26 /1990	41,358.08
8 /27 /1990	41,077.26
8 /28 /1990	40,796.43
8 /29 /1990	40,515.60
8 /30 /1990	40,234.77
9 / 1 /1990	39,953.94
9 / 2 /1990	39,673.11
9 / 3 /1990	39,392.28
9 / 4 /1990	39,111.46
9 / 5 /1990	38,830.63
9 / 6 /1990	38,549.80
9 / 7 /1990	38,268.97
9 / 8 /1990	37,988.14
9 / 9 /1990	37,707.31
9 /10 /1990	37,426.49
9 /11 /1990	37,145.66
9 /12 /1990	36,864.83
9 /13 /1990	36,584.00
9 /14 /1990	36,303.17
9 /15 /1990	36,022.34
9 /16 /1990	35,741.51
9 /17 /1990	35,460.69
9 /18 /1990	35,179.86
9 /19 /1990	34,899.03
9 /20 /1990	34,618.20
9 /21 /1990	34,337.37
9 /22 /1990	34,056.54
9 /23 /1990	33,775.72
9 /24 /1990	33,494.89
9 /25 /1990	33,214.06
9 /26 /1990	32,933.23
9 /27 /1990	32,652.40
9 /28 /1990	32,371.57
9 /29 /1990	32,090.75
9 /30 /1990	31,809.92
10 / 1 /1990	42,670.71
10 / 2 /1990	42,398.23
10 / 3 /1990	42,125.74
10 / 4 /1990	41,853.26
10 / 5 /1990	41,580.77
10 / 6 /1990	41,308.28
10 / 7 /1990	41,035.79
10 / 8 /1990	40,763.32
10 / 9 /1990	40,490.84
10 /10 /1990	40,218.35
10 /11 /1990	39,945.87
10 /12 /1990	39,673.38
10 /13 /1990	39,400.90
10 /14 /1990	39,128.41
10 /15 /1990	38,855.93
10 /16 /1990	38,583.44
10 /17 /1990	38,310.96
10 /18 /1990	38,038.47

MISSOURI PACIFIC

DEFICIENCY

CRIC0081

10 /19 /1990	37,765.99
10 /20 /1990	37,493.50
10 /21 /1990	37,221.02
10 /22 /1990	36,948.53
10 /23 /1990	36,676.05
10 /24 /1990	36,403.56
10 /25 /1990	36,131.08
10 /26 /1990	35,858.59
10 /27 /1990	35,586.11
10 /28 /1990	35,313.63
10 /29 /1990	35,041.14
10 /30 /1990	34,768.66
11 / 1 /1990	34,496.17
11 / 2 /1990	34,223.69
11 / 3 /1990	33,951.20
11 / 4 /1990	33,678.72
11 / 5 /1990	33,406.23
11 / 6 /1990	33,133.75
11 / 7 /1990	32,861.26
11 / 8 /1990	32,588.78
11 / 9 /1990	32,316.29
11 /10 /1990	32,043.81
11 /11 /1990	31,771.32
11 /12 /1990	31,498.84
11 /13 /1990	31,226.35
11 /14 /1990	30,953.87
11 /15 /1990	30,681.38
11 /16 /1990	30,408.90
11 /17 /1990	30,136.42
11 /18 /1990	29,863.93
11 /19 /1990	29,591.45
11 /20 /1990	29,318.96
11 /21 /1990	29,046.48
11 /22 /1990	28,773.99
11 /23 /1990	28,501.51
11 /24 /1990	28,229.02
11 /25 /1990	27,956.54
11 /26 /1990	27,684.05
11 /27 /1990	27,411.57
11 /28 /1990	27,139.08
11 /29 /1990	26,866.60
11 /30 /1990	26,594.11
12 / 1 /1990	26,321.63
12 / 2 /1990	26,049.14
12 / 3 /1990	25,776.66
12 / 4 /1990	25,504.17
12 / 5 /1990	25,231.69
12 / 6 /1990	24,959.21
12 / 7 /1990	24,686.72
12 / 8 /1990	24,414.24
12 / 9 /1990	24,141.75
12 /10 /1990	23,869.27
12 /11 /1990	23,596.78
12 /12 /1990	23,324.30
12 /13 /1990	23,051.81
12 /14 /1990	22,779.33
12 /15 /1990	22,506.84
12 /16 /1990	22,234.36
12 /17 /1990	21,961.87
12 /18 /1990	21,689.39
12 /19 /1990	21,416.90
12 /20 /1990	21,144.42
12 /21 /1990	20,871.93
12 /22 /1990	20,599.45
12 /23 /1990	20,326.97
12 /24 /1990	20,054.48
12 /25 /1990	19,782.00
12 /26 /1990	19,509.51
12 /27 /1990	19,237.03
12 /28 /1990	18,964.54
12 /29 /1990	18,692.06
12 /30 /1990	18,419.57

MISSOURI PACIFIC

DEFICIENCY

PERIODS:

1 / 1 /1991	29,288.71
1 / 2 /1991	29,025.07
1 / 3 /1991	28,761.44
1 / 4 /1991	28,497.80
1 / 5 /1991	28,234.17
1 / 6 /1991	27,970.54
1 / 7 /1991	27,706.90
1 / 8 /1991	27,443.27
1 / 9 /1991	27,179.64
1 /10 /1991	26,916.00
1 /11 /1991	26,652.37
1 /12 /1991	26,388.73
1 /13 /1991	26,125.10
1 /14 /1991	25,861.47
1 /15 /1991	25,597.83
1 /16 /1991	25,334.20
1 /17 /1991	25,070.57
1 /18 /1991	24,806.93
1 /19 /1991	24,543.30
1 /20 /1991	24,279.66
1 /21 /1991	24,016.03
1 /22 /1991	23,752.40
1 /23 /1991	23,488.76
1 /24 /1991	23,225.13
1 /25 /1991	22,961.50
1 /26 /1991	22,697.86
1 /27 /1991	22,434.23
1 /28 /1991	22,170.59
1 /29 /1991	21,906.96
1 /30 /1991	21,643.33
2 / 1 /1991	21,379.69
2 / 2 /1991	21,116.06
2 / 3 /1991	20,852.43
2 / 4 /1991	20,588.79
2 / 5 /1991	20,325.16
2 / 6 /1991	20,061.52
2 / 7 /1991	19,797.89
2 / 8 /1991	19,534.26
2 / 9 /1991	19,270.62
2 /10 /1991	19,006.99
2 /11 /1991	18,743.36
2 /12 /1991	18,479.72
2 /13 /1991	18,216.09
2 /14 /1991	17,952.46
2 /15 /1991	17,688.82
2 /16 /1991	17,425.19
2 /17 /1991	17,161.55
2 /18 /1991	16,897.92
2 /19 /1991	16,634.29
2 /20 /1991	16,370.65
2 /21 /1991	16,107.02
2 /22 /1991	15,843.39
2 /23 /1991	15,579.75
2 /24 /1991	15,316.12
2 /25 /1991	15,052.48
2 /26 /1991	14,788.85
2 /27 /1991	14,525.22
2 /28 /1991	14,261.58
2 /29 /1991	13,997.95
2 /30 /1991	13,734.32
3 / 1 /1991	13,470.68
3 / 2 /1991	13,207.05
3 / 3 /1991	12,943.41
3 / 4 /1991	12,679.78
3 / 5 /1991	12,416.15
3 / 6 /1991	12,152.51
3 / 7 /1991	11,888.88
3 / 8 /1991	11,625.25
3 / 9 /1991	11,361.61
3 /10 /1991	11,097.98
3 /11 /1991	10,834.34
3 /12 /1991	10,570.71

MISSOURI PACIFIC

DEFICIENCY

PERIOD:

3 /13 /1991	10,307.08
3 /14 /1991	10,043.44
3 /15 /1991	9,779.81
3 /16 /1991	9,516.18
3 /17 /1991	9,252.54
3 /18 /1991	8,988.91
3 /19 /1991	8,725.27
3 /20 /1991	8,461.64
3 /21 /1991	8,198.01
3 /22 /1991	7,934.37
3 /23 /1991	7,670.74
3 /24 /1991	7,407.11
3 /25 /1991	7,143.47
3 /26 /1991	6,879.84
3 /27 /1991	6,616.20
3 /28 /1991	6,352.57
3 /29 /1991	6,088.94
3 /30 /1991	5,825.30
4 / 1 /1991	16,703.29
4 / 2 /1991	16,449.04
4 / 3 /1991	16,194.78
4 / 4 /1991	15,940.53
4 / 5 /1991	15,686.27
4 / 6 /1991	15,432.02
4 / 7 /1991	15,177.76
4 / 8 /1991	14,923.51
4 / 9 /1991	14,669.26
4 /10 /1991	14,415.00
4 /11 /1991	14,160.74
4 /12 /1991	13,906.48
4 /13 /1991	13,652.23
4 /14 /1991	13,397.97
4 /15 /1991	13,143.72
4 /16 /1991	12,889.46
4 /17 /1991	12,635.21
4 /18 /1991	12,380.95
4 /19 /1991	12,126.70
4 /20 /1991	11,872.44
4 /21 /1991	11,618.19
4 /22 /1991	11,363.93
4 /23 /1991	11,109.67
4 /24 /1991	10,855.42
4 /25 /1991	10,601.16
4 /26 /1991	10,346.91
4 /27 /1991	10,092.65
4 /28 /1991	9,838.40
4 /29 /1991	9,584.14
4 /30 /1991	9,329.89
5 / 1 /1991	9,075.63
5 / 2 /1991	8,821.38
5 / 3 /1991	8,567.12
5 / 4 /1991	8,312.86
5 / 5 /1991	8,058.61
5 / 6 /1991	7,804.35
5 / 7 /1991	7,550.10
5 / 8 /1991	7,295.84
5 / 9 /1991	7,041.59
5 /10 /1991	6,787.33
5 /11 /1991	6,533.08
5 /12 /1991	6,278.82
5 /13 /1991	6,024.57
5 /14 /1991	5,770.31
5 /15 /1991	5,516.05
5 /16 /1991	5,261.80
5 /17 /1991	5,007.54
5 /18 /1991	4,753.29
5 /19 /1991	4,499.03
5 /20 /1991	4,244.78
5 /21 /1991	3,990.52
5 /22 /1991	3,736.27
5 /23 /1991	3,482.01
5 /24 /1991	3,227.76

MISSOURI PACIFIC

DEFICIENCY

ERICSS:

5 / 25 / 1991	2,973.50
5 / 26 / 1991	2,719.24
5 / 27 / 1991	2,464.99
5 / 28 / 1991	2,210.73
5 / 29 / 1991	1,956.48
5 / 30 / 1991	1,702.22
6 / 1 / 1991	1,447.97
6 / 2 / 1991	1,193.71
6 / 3 / 1991	939.46
6 / 4 / 1991	685.20
6 / 5 / 1991	430.93
6 / 6 / 1991	176.69
6 / 7 / 1991	0.00
6 / 8 / 1991	0.00
6 / 9 / 1991	0.00
6 / 10 / 1991	0.00
6 / 11 / 1991	0.00
6 / 12 / 1991	0.00
6 / 13 / 1991	0.00
6 / 14 / 1991	0.00
6 / 15 / 1991	0.00
6 / 16 / 1991	0.00
6 / 17 / 1991	0.00
6 / 18 / 1991	0.00
6 / 19 / 1991	0.00
6 / 20 / 1991	0.00
6 / 21 / 1991	0.00
6 / 22 / 1991	0.00
6 / 23 / 1991	0.00
6 / 24 / 1991	0.00
6 / 25 / 1991	0.00
6 / 26 / 1991	0.00
6 / 27 / 1991	0.00
6 / 28 / 1991	0.00
6 / 29 / 1991	0.00
6 / 30 / 1991	0.00
7 / 1 / 1991	4,961.93
7 / 2 / 1991	4,717.60
7 / 3 / 1991	4,473.27
7 / 4 / 1991	4,228.94
7 / 5 / 1991	3,984.61
7 / 6 / 1991	3,740.28
7 / 7 / 1991	3,495.95
7 / 8 / 1991	3,251.62
7 / 9 / 1991	3,007.29
7 / 10 / 1991	2,762.97
7 / 11 / 1991	2,518.64
7 / 12 / 1991	2,274.31
7 / 13 / 1991	2,029.98
7 / 14 / 1991	1,785.65
7 / 15 / 1991	1,541.32
7 / 16 / 1991	1,296.99
7 / 17 / 1991	1,052.66
7 / 18 / 1991	808.33
7 / 19 / 1991	564.00
7 / 20 / 1991	319.67
7 / 21 / 1991	75.34
7 / 22 / 1991	0.00
7 / 23 / 1991	0.00
7 / 24 / 1991	0.00
7 / 25 / 1991	0.00
7 / 26 / 1991	0.00
7 / 27 / 1991	0.00
7 / 28 / 1991	0.00
7 / 29 / 1991	0.00
7 / 30 / 1991	0.00
8 / 1 / 1991	0.00
8 / 2 / 1991	0.00
8 / 3 / 1991	0.00
8 / 4 / 1991	0.00
8 / 5 / 1991	0.00
8 / 6 / 1991	0.00

MISSOURI PACIFIC

DEFICIENCY

PERIODS:

8 / 7 /1991	0.00
8 / 8 /1991	0.00
8 / 9 /1991	0.00
8 /10 /1991	0.00
8 /11 /1991	0.00
8 /12 /1991	0.00
8 /13 /1991	0.00
8 /14 /1991	0.00
8 /15 /1991	0.00
8 /16 /1991	0.00
8 /17 /1991	0.00
8 /18 /1991	0.00
8 /19 /1991	0.00
8 /20 /1991	0.00
8 /21 /1991	0.00
8 /22 /1991	0.00
8 /23 /1991	0.00
8 /24 /1991	0.00
8 /25 /1991	0.00
8 /26 /1991	0.00
8 /27 /1991	0.00
8 /28 /1991	0.00
8 /29 /1991	0.00
8 /30 /1991	0.00
9 / 1 /1991	60,862.81
9 / 2 /1991	60,638.71
9 / 3 /1991	60,414.60
9 / 4 /1991	60,190.50
9 / 5 /1991	59,966.40
9 / 6 /1991	59,742.30
9 / 7 /1991	59,518.19
9 / 8 /1991	59,294.09
9 / 9 /1991	59,069.99
9 /10 /1991	58,845.88
9 /11 /1991	58,621.78
9 /12 /1991	58,397.68
9 /13 /1991	58,173.57
9 /14 /1991	57,949.47
9 /15 /1991	57,725.37
9 /16 /1991	57,501.27
9 /17 /1991	57,277.16
9 /18 /1991	57,053.06
9 /19 /1991	56,828.96
9 /20 /1991	56,604.85
9 /21 /1991	56,380.75
9 /22 /1991	56,156.63
9 /23 /1991	55,932.54
9 /24 /1991	55,708.44
9 /25 /1991	55,484.34
9 /26 /1991	55,260.23
9 /27 /1991	55,036.13
9 /28 /1991	54,812.03
9 /29 /1991	54,587.93
9 /30 /1991	54,363.82
10 / 1 /1991	59,710.53
10 / 2 /1991	59,495.83
10 / 3 /1991	59,281.13
10 / 4 /1991	59,066.43
10 / 5 /1991	58,851.73
10 / 6 /1991	58,637.03
10 / 7 /1991	58,422.32
10 / 8 /1991	58,207.62
10 / 9 /1991	57,992.92
10 /10 /1991	57,778.22
10 /11 /1991	57,563.52
10 /12 /1991	57,348.82
10 /13 /1991	57,134.12
10 /14 /1991	56,919.41
10 /15 /1991	56,704.71
10 /16 /1991	56,490.01
10 /17 /1991	56,275.31
10 /18 /1991	56,060.61

MISSOURI PACIFIC

PERIOD:	DEFICIENCY
10 /19 /1991	55,845.91
10 /20 /1991	55,631.21
10 /21 /1991	55,416.50
10 /22 /1991	55,201.80
10 /23 /1991	54,987.10
10 /24 /1991	54,772.40
10 /25 /1991	54,557.70
10 /26 /1991	54,343.00
10 /27 /1991	54,128.30
10 /28 /1991	53,913.60
10 /29 /1991	53,698.89
10 /30 /1991	53,484.19
11 / 1 /1991	53,269.49
11 / 2 /1991	53,054.79
11 / 3 /1991	52,840.09
11 / 4 /1991	52,625.39
11 / 5 /1991	52,410.69
11 / 6 /1991	52,195.98
11 / 7 /1991	51,981.28
11 / 8 /1991	51,766.58
11 / 9 /1991	51,551.88
11 /10 /1991	51,337.18
11 /11 /1991	51,122.48
11 /12 /1991	50,907.78
11 /13 /1991	50,693.07
11 /14 /1991	50,478.37
11 /15 /1991	50,263.67
11 /16 /1991	50,048.97
11 /17 /1991	49,834.27
11 /18 /1991	49,619.57
11 /19 /1991	49,404.87
11 /20 /1991	49,190.16
11 /21 /1991	48,975.46
11 /22 /1991	48,760.76
11 /23 /1991	48,546.06
11 /24 /1991	48,331.36
11 /25 /1991	48,116.66
11 /26 /1991	47,901.96
11 /27 /1991	47,687.26
11 /28 /1991	47,472.55
11 /29 /1991	47,257.85
11 /30 /1991	47,043.15
12 / 1 /1991	46,828.45
12 / 2 /1991	46,613.75
12 / 3 /1991	46,399.05
12 / 4 /1991	46,184.35
12 / 5 /1991	45,969.64
12 / 6 /1991	45,754.94
12 / 7 /1991	45,540.24
12 / 8 /1991	45,325.54
12 / 9 /1991	45,110.84
12 /10 /1991	44,896.14
12 /11 /1991	44,681.44
12 /12 /1991	44,466.73
12 /13 /1991	44,252.03
12 /14 /1991	44,037.33
12 /15 /1991	43,822.63
12 /16 /1991	43,607.93
12 /17 /1991	43,393.23
12 /18 /1991	43,178.53
12 /19 /1991	42,963.82
12 /20 /1991	42,749.12
12 /21 /1991	42,534.42
12 /22 /1991	42,319.72
12 /23 /1991	42,105.02
12 /24 /1991	41,890.32
12 /25 /1991	41,675.62
12 /26 /1991	41,460.92
12 /27 /1991	41,246.21
12 /28 /1991	41,031.51
12 /29 /1991	40,816.81
12 /30 /1991	40,602.11

MISSOURI PACIFIC

DEFICIENCY

PERIODS:

1 / 1 /1992	45,958.23
1 / 2 /1992	45,753.49
1 / 3 /1992	45,548.76
1 / 4 /1992	45,344.02
1 / 5 /1992	45,139.28
1 / 6 /1992	44,934.55
1 / 7 /1992	44,729.81
1 / 8 /1992	44,525.07
1 / 9 /1992	44,320.33
1 /10 /1992	44,115.60
1 /11 /1992	43,910.86
1 /12 /1992	43,706.12
1 /13 /1992	43,501.39
1 /14 /1992	43,296.65
1 /15 /1992	43,091.91
1 /16 /1992	42,887.17
1 /17 /1992	42,682.44
1 /18 /1992	42,477.70
1 /19 /1992	42,272.96
1 /20 /1992	42,068.23
1 /21 /1992	41,863.49
1 /22 /1992	41,658.75
1 /23 /1992	41,454.02
1 /24 /1992	41,249.28
1 /25 /1992	41,044.54
1 /26 /1992	40,839.80
1 /27 /1992	40,635.07
1 /28 /1992	40,430.33
1 /29 /1992	40,225.59
1 /30 /1992	40,020.86
2 / 1 /1992	39,816.12
2 / 2 /1992	39,611.38
2 / 3 /1992	39,406.64
2 / 4 /1992	39,201.91
2 / 5 /1992	38,997.17
2 / 6 /1992	38,792.43
2 / 7 /1992	38,587.70
2 / 8 /1992	38,382.96
2 / 9 /1992	38,178.22
2 /10 /1992	37,973.49
2 /11 /1992	37,768.75
2 /12 /1992	37,564.01
2 /13 /1992	37,359.27
2 /14 /1992	37,154.54
2 /15 /1992	36,949.80
2 /16 /1992	36,745.06
2 /17 /1992	36,540.33
2 /18 /1992	36,335.59
2 /19 /1992	36,130.85
2 /20 /1992	35,926.11
2 /21 /1992	35,721.38
2 /22 /1992	35,516.64
2 /23 /1992	35,311.90
2 /24 /1992	35,107.17
2 /25 /1992	34,902.43
2 /26 /1992	34,697.69
2 /27 /1992	34,492.95
2 /28 /1992	34,288.22
2 /29 /1992	34,083.48
2 /30 /1992	33,878.74
3 / 1 /1992	33,674.01
3 / 2 /1992	33,469.27
3 / 3 /1992	33,264.53
3 / 4 /1992	33,059.80
3 / 5 /1992	32,855.06
3 / 6 /1992	32,650.32
3 / 7 /1992	32,445.58
3 / 8 /1992	32,240.85
3 / 9 /1992	32,036.11
3 /10 /1992	31,831.37
3 /11 /1992	31,626.64
3 /12 /1992	31,421.90

MISSOURI PACIFIC

DEFICIENCY

PERIODS:

3 /13 /1992	31,217.16
3 /14 /1992	31,012.42
3 /15 /1992	30,807.69
3 /16 /1992	30,602.95
3 /17 /1992	30,398.21
3 /18 /1992	30,193.48
3 /19 /1992	29,988.74
3 /20 /1992	29,784.00
3 /21 /1992	29,579.27
3 /22 /1992	29,374.53
3 /23 /1992	29,169.79
3 /24 /1992	28,965.05
3 /25 /1992	28,760.32
3 /26 /1992	28,555.58
3 /27 /1992	28,350.84
3 /28 /1992	28,146.11
3 /29 /1992	27,941.37
3 /30 /1992	27,736.63
4 / 1 /1992	33,102.71
4 / 2 /1992	32,908.52
4 / 3 /1992	32,714.33
4 / 4 /1992	32,520.14
4 / 5 /1992	32,325.95
4 / 6 /1992	32,131.77
4 / 7 /1992	31,937.58
4 / 8 /1992	31,743.39
4 / 9 /1992	31,549.20
4 /10 /1992	31,355.01
4 /11 /1992	31,160.83
4 /12 /1992	30,966.64
4 /13 /1992	30,772.45
4 /14 /1992	30,578.26
4 /15 /1992	30,384.07
4 /16 /1992	30,189.89
4 /17 /1992	29,995.70
4 /18 /1992	29,801.51
4 /19 /1992	29,607.32
4 /20 /1992	29,413.13
4 /21 /1992	29,218.95
4 /22 /1992	29,024.76
4 /23 /1992	28,830.57
4 /24 /1992	28,636.38
4 /25 /1992	28,442.19
4 /26 /1992	28,248.01
4 /27 /1992	28,053.82
4 /28 /1992	27,859.63
4 /29 /1992	27,665.44
4 /30 /1992	27,471.25
5 / 1 /1992	27,277.07
5 / 2 /1992	27,082.88
5 / 3 /1992	26,888.69
5 / 4 /1992	26,694.50
5 / 5 /1992	26,500.31
5 / 6 /1992	26,306.13
5 / 7 /1992	26,111.94
5 / 8 /1992	25,917.75
5 / 9 /1992	25,723.56
5 /10 /1992	25,529.37
5 /11 /1992	25,335.19
5 /12 /1992	25,141.00
5 /13 /1992	24,946.81
5 /14 /1992	24,752.62
5 /15 /1992	24,558.43
5 /16 /1992	24,364.25
5 /17 /1992	24,170.06
5 /18 /1992	23,975.87
5 /19 /1992	23,781.68
5 /20 /1992	23,587.49
5 /21 /1992	23,393.31
5 /22 /1992	23,199.12
5 /23 /1992	23,004.93
5 /24 /1992	22,810.74

MISSOURI PACIFIC

DEFICIENCY

CODE:

5 / 25 / 1992	22,416.55
5 / 26 / 1992	22,422.57
5 / 27 / 1992	22,228.18
5 / 28 / 1992	22,033.99
5 / 29 / 1992	21,839.80
5 / 30 / 1992	21,645.61
6 / 1 / 1992	21,451.43
6 / 2 / 1992	21,257.24
6 / 3 / 1992	21,063.05
6 / 4 / 1992	20,868.86
6 / 5 / 1992	20,674.67
6 / 6 / 1992	20,480.49
6 / 7 / 1992	20,286.30
6 / 8 / 1992	20,092.11
6 / 9 / 1992	19,897.92
6 / 10 / 1992	19,703.73
6 / 11 / 1992	19,509.55
6 / 12 / 1992	19,315.36
6 / 13 / 1992	19,121.17
6 / 14 / 1992	18,926.98
6 / 15 / 1992	18,732.79
6 / 16 / 1992	18,538.60
6 / 17 / 1992	18,344.42
6 / 18 / 1992	18,150.23
6 / 19 / 1992	17,956.04
6 / 20 / 1992	17,761.85
6 / 21 / 1992	17,567.66
6 / 22 / 1992	17,373.48
6 / 23 / 1992	17,179.29
6 / 24 / 1992	16,985.10
6 / 25 / 1992	16,790.91
6 / 26 / 1992	16,596.72
6 / 27 / 1992	16,402.54
6 / 28 / 1992	16,208.35
6 / 29 / 1992	16,014.16
6 / 30 / 1992	15,819.97
7 / 1 / 1992	21,196.60
7 / 2 / 1992	21,013.57
7 / 3 / 1992	20,830.53
7 / 4 / 1992	20,647.50
7 / 5 / 1992	20,464.47
7 / 6 / 1992	20,281.44
7 / 7 / 1992	20,098.41
7 / 8 / 1992	19,915.38
7 / 9 / 1992	19,732.35
7 / 10 / 1992	19,549.31
7 / 11 / 1992	19,366.28
7 / 12 / 1992	19,183.25
7 / 13 / 1992	19,000.22
7 / 14 / 1992	18,817.19
7 / 15 / 1992	18,634.16
7 / 16 / 1992	18,451.13
7 / 17 / 1992	18,268.09
7 / 18 / 1992	18,085.06
7 / 19 / 1992	17,902.03
7 / 20 / 1992	17,719.00
7 / 21 / 1992	17,535.97
7 / 22 / 1992	17,352.94
7 / 23 / 1992	17,169.91
7 / 24 / 1992	16,986.87
7 / 25 / 1992	16,803.84
7 / 26 / 1992	16,620.81
7 / 27 / 1992	16,437.78
7 / 28 / 1992	16,254.75
7 / 29 / 1992	16,071.72
7 / 30 / 1992	15,888.69
8 / 1 / 1992	15,705.65
8 / 2 / 1992	15,522.62
8 / 3 / 1992	15,339.59
8 / 4 / 1992	15,156.56
8 / 5 / 1992	14,973.53
8 / 6 / 1992	14,790.50

MISSOURI PACIFIC

DEFICIENCY

ODS:

8 / 7 /1992	14,607.47
8 / 8 /1992	14,424.43
8 / 9 /1992	14,241.40
8 /10 /1992	14,058.37
8 /11 /1992	13,875.34
8 /12 /1992	13,692.31
8 /13 /1992	13,509.28
8 /14 /1992	13,326.25
8 /15 /1992	13,143.21
8 /16 /1992	12,960.18
8 /17 /1992	12,777.15
8 /18 /1992	12,594.12
8 /19 /1992	12,411.09
8 /20 /1992	12,228.06
8 /21 /1992	12,045.03
8 /22 /1992	11,862.00
8 /23 /1992	11,678.96
8 /24 /1992	11,495.93
8 /25 /1992	11,312.90
8 /26 /1992	11,129.87
8 /27 /1992	10,946.84
8 /28 /1992	10,763.81
8 /29 /1992	10,580.78
8 /30 /1992	10,397.74
9 / 1 /1992	10,214.71
9 / 2 /1992	10,031.68
9 / 3 /1992	9,848.65
9 / 4 /1992	9,665.62
9 / 5 /1992	9,482.59
9 / 6 /1992	9,299.56
9 / 7 /1992	9,116.52
9 / 8 /1992	8,933.49
9 / 9 /1992	8,750.46
9 /10 /1992	8,567.43
9 /11 /1992	8,384.40
9 /12 /1992	8,201.37
9 /13 /1992	8,018.34
9 /14 /1992	7,835.30
9 /15 /1992	7,652.27
9 /16 /1992	7,469.24
9 /17 /1992	7,286.21
9 /18 /1992	7,103.18
9 /19 /1992	6,920.15
9 /20 /1992	6,737.12
9 /21 /1992	6,554.08
9 /22 /1992	6,371.05
9 /23 /1992	6,188.02
9 /24 /1992	6,004.99
9 /25 /1992	5,821.96
9 /26 /1992	5,638.93
9 /27 /1992	5,455.90
9 /28 /1992	5,272.86
9 /29 /1992	5,089.83
9 /30 /1992	4,906.80
10 / 1 /1992	10,294.58
10 / 2 /1992	10,123.34
10 / 3 /1992	9,952.10
10 / 4 /1992	9,780.85
10 / 5 /1992	9,609.61
10 / 6 /1992	9,438.36
10 / 7 /1992	9,267.12
10 / 8 /1992	9,095.88
10 / 9 /1992	8,924.63
10 /10 /1992	8,753.39
10 /11 /1992	8,582.15
10 /12 /1992	8,410.90
10 /13 /1992	8,239.66
10 /14 /1992	8,068.42
10 /15 /1992	7,897.17
10 /16 /1992	7,725.93
10 /17 /1992	7,554.68
10 /18 /1992	7,383.44

MISSOURI PACIFIC

DEFICIENCY

0081

10 /19 /1992	7,212.20
10 /20 /1992	7,040.93
10 /21 /1992	6,869.71
10 /22 /1992	6,698.47
10 /23 /1992	6,527.22
10 /24 /1992	6,355.98
10 /25 /1992	6,184.73
10 /26 /1992	6,013.49
10 /27 /1992	5,842.25
10 /28 /1992	5,671.00
10 /29 /1992	5,499.76
10 /30 /1992	5,328.52
11 / 1 /1992	5,157.27
11 / 2 /1992	4,986.03
11 / 3 /1992	4,814.79
11 / 4 /1992	4,643.54
11 / 5 /1992	4,472.30
11 / 6 /1992	4,301.06
11 / 7 /1992	4,129.81
11 / 8 /1992	3,958.57
11 / 9 /1992	3,787.32
11 /10 /1992	3,616.08
11 /11 /1992	3,444.84
11 /12 /1992	3,273.59
11 /13 /1992	3,102.35
11 /14 /1992	2,931.11
11 /15 /1992	2,759.86
11 /16 /1992	2,588.62
11 /17 /1992	2,417.38
11 /18 /1992	2,246.13
11 /19 /1992	2,074.89
11 /20 /1992	1,903.64
11 /21 /1992	1,732.40
11 /22 /1992	1,561.16
11 /23 /1992	1,389.91
11 /24 /1992	1,218.67
11 /25 /1992	1,047.43
11 /26 /1992	876.18
11 /27 /1992	704.94
11 /28 /1992	533.70
11 /29 /1992	362.45
11 /30 /1992	191.21
12 / 1 /1992	19.96
12 / 2 /1992	0.00
12 / 3 /1992	0.00
12 / 4 /1992	0.00
12 / 5 /1992	0.00
12 / 6 /1992	0.00
12 / 7 /1992	0.00
12 / 8 /1992	0.00
12 / 9 /1992	0.00
12 /10 /1992	0.00
12 /11 /1992	0.00
12 /12 /1992	0.00
12 /13 /1992	0.00
12 /14 /1992	0.00
12 /15 /1992	0.00
12 /16 /1992	0.00
12 /17 /1992	0.00
12 /18 /1992	0.00
12 /19 /1992	0.00
12 /20 /1992	0.00
12 /21 /1992	0.00
12 /22 /1992	0.00
12 /23 /1992	0.00
12 /24 /1992	0.00
12 /25 /1992	0.00
12 /26 /1992	0.00
12 /27 /1992	0.00
12 /28 /1992	0.00
12 /29 /1992	0.00
12 /30 /1992	0.00

MISSOURI PACIFIC

DEFICIENCY

003:

1 / 1 /1993	453.44
1 / 2 /1993	294.4
1 / 3 /1993	135.85
1 / 4 /1993	0.00
1 / 5 /1993	0.00
1 / 6 /1993	0.00
1 / 7 /1993	0.00
1 / 8 /1993	0.00
1 / 9 /1993	0.00
1 /10 /1993	0.00
1 /11 /1993	0.00
1 /12 /1993	0.00
1 /13 /1993	0.00
1 /14 /1993	0.00
1 /15 /1993	0.00
1 /16 /1993	0.00
1 /17 /1993	0.00
1 /18 /1993	0.00
1 /19 /1993	0.00
1 /20 /1993	0.00
1 /21 /1993	0.00
1 /22 /1993	0.00
1 /23 /1993	0.00
1 /24 /1993	0.00
1 /25 /1993	0.00
1 /26 /1993	0.00
1 /27 /1993	0.00
1 /28 /1993	0.00
1 /29 /1993	0.00
1 /30 /1993	0.00
2 / 1 /1993	0.00
2 / 2 /1993	0.00
2 / 3 /1993	0.00
2 / 4 /1993	0.00
2 / 5 /1993	0.00
2 / 6 /1993	0.00
2 / 7 /1993	0.00
2 / 8 /1993	0.00
2 / 9 /1993	0.00
2 /10 /1993	0.00
2 /11 /1993	0.00
2 /12 /1993	0.00
2 /13 /1993	0.00
2 /14 /1993	0.00
2 /15 /1993	0.00
2 /16 /1993	0.00
2 /17 /1993	0.00
2 /18 /1993	0.00
2 /19 /1993	0.00
2 /20 /1993	0.00
2 /21 /1993	0.00
2 /22 /1993	0.00
2 /23 /1993	0.00
2 /24 /1993	0.00
2 /25 /1993	0.00
2 /26 /1993	0.00
2 /27 /1993	0.00
2 /28 /1993	0.00
2 /29 /1993	0.00
2 /30 /1993	0.00
3 / 1 /1993	0.00
3 / 2 /1993	0.00
3 / 3 /1993	0.00
3 / 4 /1993	0.00
3 / 5 /1993	0.00
3 / 6 /1993	0.00
3 / 7 /1993	0.00
3 / 8 /1993	0.00
3 / 9 /1993	0.00
3 /10 /1993	0.00
3 /11 /1993	0.00
3 /12 /1993	0.00

MISSOURI PACIFIC

DEFICIENCY

100s:

3 / 13 / 1993	0.00
3 / 14 / 1993	0.00
3 / 15 / 1993	0.00
3 / 16 / 1993	0.00
3 / 17 / 1993	0.00
3 / 18 / 1993	0.00
3 / 19 / 1993	0.00
3 / 20 / 1993	0.00
3 / 21 / 1993	0.00
3 / 22 / 1993	0.00
3 / 23 / 1993	0.00
3 / 24 / 1993	0.00
3 / 25 / 1993	0.00
3 / 26 / 1993	0.00
3 / 27 / 1993	0.00
3 / 28 / 1993	0.00
3 / 29 / 1993	0.00
3 / 30 / 1993	0.00
4 / 1 / 1993	0.00
4 / 2 / 1993	0.00
4 / 3 / 1993	0.00
4 / 4 / 1993	0.00
4 / 5 / 1993	0.00
4 / 6 / 1993	0.00
4 / 7 / 1993	0.00
4 / 8 / 1993	0.00
4 / 9 / 1993	0.00
4 / 10 / 1993	0.00
4 / 11 / 1993	0.00
4 / 12 / 1993	0.00
4 / 13 / 1993	0.00
4 / 14 / 1993	0.00
4 / 15 / 1993	0.00
4 / 16 / 1993	0.00
4 / 17 / 1993	0.00
4 / 18 / 1993	0.00
4 / 19 / 1993	0.00
4 / 20 / 1993	0.00
4 / 21 / 1993	0.00
4 / 22 / 1993	0.00
4 / 23 / 1993	0.00
4 / 24 / 1993	0.00
4 / 25 / 1993	0.00
4 / 26 / 1993	0.00
4 / 27 / 1993	0.00
4 / 28 / 1993	0.00
4 / 29 / 1993	0.00
4 / 30 / 1993	0.00
5 / 1 / 1993	0.00
5 / 2 / 1993	0.00
5 / 3 / 1993	0.00
5 / 4 / 1993	0.00
5 / 5 / 1993	0.00
5 / 6 / 1993	0.00
5 / 7 / 1993	0.00
5 / 8 / 1993	0.00
5 / 9 / 1993	0.00
5 / 10 / 1993	0.00
5 / 11 / 1993	0.00
5 / 12 / 1993	0.00
5 / 13 / 1993	0.00
5 / 14 / 1993	0.00
5 / 15 / 1993	0.00
5 / 16 / 1993	0.00
5 / 17 / 1993	0.00
5 / 18 / 1993	0.00
5 / 19 / 1993	0.00
5 / 20 / 1993	0.00
5 / 21 / 1993	0.00
5 / 22 / 1993	0.00
5 / 23 / 1993	0.00
5 / 24 / 1993	0.00

MISSOURI PACIFIC

DEFICIENCY

DS:

5 / 25 / 1993	0.00
5 / 26 / 1993	0.00
5 / 27 / 1993	0.00
5 / 28 / 1993	0.00
5 / 29 / 1993	0.00
5 / 30 / 1993	0.00
6 / 1 / 1993	0.00
6 / 2 / 1993	0.00
6 / 3 / 1993	0.00
6 / 4 / 1993	0.00
6 / 5 / 1993	0.00
6 / 6 / 1993	0.00
6 / 7 / 1993	0.00
6 / 8 / 1993	0.00
6 / 9 / 1993	0.00
6 / 10 / 1993	0.00
6 / 11 / 1993	0.00
6 / 12 / 1993	0.00
6 / 13 / 1993	0.00
6 / 14 / 1993	0.00
6 / 15 / 1993	0.00
6 / 16 / 1993	0.00
6 / 17 / 1993	0.00
6 / 18 / 1993	0.00
6 / 19 / 1993	0.00
6 / 20 / 1993	0.00
6 / 21 / 1993	0.00
6 / 22 / 1993	0.00
6 / 23 / 1993	0.00
6 / 24 / 1993	0.00
6 / 25 / 1993	0.00
6 / 26 / 1993	0.00
6 / 27 / 1993	0.00
6 / 28 / 1993	0.00
6 / 29 / 1993	0.00
6 / 30 / 1993	0.00
7 / 1 / 1993	0.00
7 / 2 / 1993	0.00
7 / 3 / 1993	0.00
7 / 4 / 1993	0.00
7 / 5 / 1993	0.00
7 / 6 / 1993	0.00
7 / 7 / 1993	0.00
7 / 8 / 1993	0.00
7 / 9 / 1993	0.00
7 / 10 / 1993	0.00
7 / 11 / 1993	0.00
7 / 12 / 1993	0.00
7 / 13 / 1993	0.00
7 / 14 / 1993	0.00
7 / 15 / 1993	0.00
7 / 16 / 1993	0.00
7 / 17 / 1993	0.00
7 / 18 / 1993	0.00
7 / 19 / 1993	0.00
7 / 20 / 1993	0.00
7 / 21 / 1993	0.00
7 / 22 / 1993	0.00
7 / 23 / 1993	0.00
7 / 24 / 1993	0.00
7 / 25 / 1993	0.00
7 / 26 / 1993	0.00
7 / 27 / 1993	0.00
7 / 28 / 1993	0.00
7 / 29 / 1993	0.00
7 / 30 / 1993	0.00
8 / 1 / 1993	0.00
8 / 2 / 1993	0.00
8 / 3 / 1993	0.00
8 / 4 / 1993	0.00
8 / 5 / 1993	0.00
8 / 6 / 1993	0.00

MISSOURI PACIFIC

DEFICIENCY

008:

8 / 7 /1993	0.00
8 / 8 /1993	0.00
8 / 9 /1993	0.00
8 /10 /1993	0.00
8 /11 /1993	0.00
8 /12 /1993	0.00
8 /13 /1993	0.00
8 /14 /1993	0.00
8 /15 /1993	0.00
8 /16 /1993	0.00
8 /17 /1993	0.00
8 /18 /1993	0.00
8 /19 /1993	0.00
8 /20 /1993	0.00
8 /21 /1993	0.00
8 /22 /1993	0.00
8 /23 /1993	0.00
8 /24 /1993	0.00
8 /25 /1993	0.00
8 /26 /1993	0.00
8 /27 /1993	0.00
8 /28 /1993	0.00
8 /29 /1993	0.00
8 /30 /1993	0.00
9 / 1 /1993	0.00
9 / 2 /1993	0.00
9 / 3 /1993	0.00
9 / 4 /1993	0.00
9 / 5 /1993	0.00
9 / 6 /1993	0.00
9 / 7 /1993	0.00
9 / 8 /1993	0.00
9 / 9 /1993	0.00
9 /10 /1993	0.00
9 /11 /1993	0.00
9 /12 /1993	0.00
9 /13 /1993	0.00
9 /14 /1993	0.00
9 /15 /1993	0.00
9 /16 /1993	0.00
9 /17 /1993	0.00
9 /18 /1993	0.00
9 /19 /1993	0.00
9 /20 /1993	0.00
9 /21 /1993	0.00
9 /22 /1993	0.00
9 /23 /1993	0.00
9 /24 /1993	0.00
9 /25 /1993	0.00
9 /26 /1993	0.00
9 /27 /1993	0.00
9 /28 /1993	0.00
9 /29 /1993	0.00
9 /30 /1993	0.00
10 / 1 /1993	9,719.90
10 / 2 /1993	9,611.90
10 / 3 /1993	9,503.90
10 / 4 /1993	9,395.90
10 / 5 /1993	9,287.90
10 / 6 /1993	9,179.91
10 / 7 /1993	9,071.91
10 / 8 /1993	8,963.91
10 / 9 /1993	8,855.91
10 /10 /1993	8,747.91
10 /11 /1993	8,639.91
10 /12 /1993	8,531.91
10 /13 /1993	8,423.91
10 /14 /1993	8,315.91
10 /15 /1993	8,207.91
10 /16 /1993	8,099.92
10 /17 /1993	7,991.92
10 /18 /1993	7,883.92

MISSOURI PACIFIC

DEFICIENCY

06:

10 /19 /1993	7,775.92
10 /20 /1993	7,667.92
10 /21 /1993	7,559.92
10 /22 /1993	7,451.92
10 /23 /1993	7,343.92
10 /24 /1993	7,235.92
10 /25 /1993	7,127.93
10 /26 /1993	7,019.93
10 /27 /1993	6,911.93
10 /28 /1993	6,803.93
10 /29 /1993	6,695.93
10 /30 /1993	6,587.93
11 / 1 /1993	6,479.93
11 / 2 /1993	6,371.93
11 / 3 /1993	6,263.93
11 / 4 /1993	6,155.94
11 / 5 /1993	6,047.94
11 / 6 /1993	5,939.94
11 / 7 /1993	5,831.94
11 / 8 /1993	5,723.94
11 / 9 /1993	5,615.94
11 /10 /1993	5,507.94
11 /11 /1993	5,399.94
11 /12 /1993	5,291.94
11 /13 /1993	5,183.95
11 /14 /1993	5,075.95
11 /15 /1993	4,967.95
11 /16 /1993	4,859.95
11 /17 /1993	4,751.95
11 /18 /1993	4,643.95
11 /19 /1993	4,535.95
11 /20 /1993	4,427.95
11 /21 /1993	4,319.95
11 /22 /1993	4,211.96
11 /23 /1993	4,103.96
11 /24 /1993	3,995.96
11 /25 /1993	3,887.96
11 /26 /1993	3,779.96
11 /27 /1993	3,671.96
11 /28 /1993	3,563.96
11 /29 /1993	3,455.96
11 /30 /1993	3,347.96
12 / 1 /1993	3,239.96
12 / 2 /1993	3,131.97
12 / 3 /1993	3,023.97
12 / 4 /1993	2,915.97
12 / 5 /1993	2,807.97
12 / 6 /1993	2,699.97
12 / 7 /1993	2,591.97
12 / 8 /1993	2,483.97
12 / 9 /1993	2,375.97
12 /10 /1993	2,267.97
12 /11 /1993	2,159.98
12 /12 /1993	2,051.98
12 /13 /1993	1,943.98
12 /14 /1993	1,835.98
12 /15 /1993	1,727.98
12 /16 /1993	1,619.98
12 /17 /1993	1,511.98
12 /18 /1993	1,403.98
12 /19 /1993	1,295.98
12 /20 /1993	1,187.99
12 /21 /1993	1,079.99
12 /22 /1993	971.99
12 /23 /1993	863.99
12 /24 /1993	755.99
12 /25 /1993	647.99
12 /26 /1993	539.99
12 /27 /1993	431.99
12 /28 /1993	323.99
12 /29 /1993	216.00
12 /30 /1993	108.00

EXHIBIT F

NOTICE OF
ASSIGNMENT OF LEASE

To: Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179
Attn: Director, Purchasing Mechanical

Missouri Pacific Railroad Company
c/o Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179
Attn: Director, Purchasing Mechanical

Subject: (a) Thirty-Seven 2000-Horsepower Model GP-38-2
Locomotives Bearing Missouri Pacific Railroad
Company Numbers MP2074-2110 Inclusive (the
"Locomotives")

(b) Lease of Railroad Equipment, dated as of January 10,
1973, by and between Missouri Pacific Railroad
Company, as Lessee, and The First National Leasing
Corporation, as Lessor (the "Lease")

Please be advised that First City Leasing Corporation ("First City") has assigned all of its rights and interests under or with respect to, and all of its security interests in, the Lease and the Locomotives to GIPEN & Co. as nominee for The Mutual Life Insurance Company of New York ("MONY"). Until such time as you are advised in writing by MONY that such security interest in this Lease has been released, discharged or otherwise terminated, all rent and other amounts payable under the Lease shall be paid to GIPEN & Co. by wire transfer in immediately available funds as follows:

Chemical Bank
ABA No. 021-000-128
For credit to GIPEN & Co.
Account No. 323-161251

and shall include a reference identifying the payment as being made under the Lease.

All notices to MONY or GIPEN & Co. shall be addressed as follows:

The Mutual Life Insurance Company of New York
1740 Broadway
New York, New York 10019
Attention: MONY Capital Management

with a copy to:

Platte River Associates
Suite 700, 1220 Market Building
P. O. Box 198
Wilmington, Delaware 19899
Attention: Legal

With respect to the insurance required to be maintained pursuant to Section 7 of the Lease, MONY and GIPEN & Co., as successors and assigns of the Lessor under the Lease, should be included as additional named insureds (and Platte River Associates should continue to be named as an additional named insured).

FIRST CITY LEASING CORPORATION

By: _____
Title: _____
Date: _____

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK

By: _____
Title: _____
Date: _____

GIPEN & CO.

By: _____
Title: _____
Date: _____

Acknowledged: Union Pacific Railroad Company

By: _____
Title: _____
Date: _____

Missouri Pacific Railroad Company

By: _____

Title: _____

Date: _____

0689:3820
\\fir218\nnotice.doc